The Solicitors' Journal.

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CURRENT TOPICS.

MR. JUSTICE WILLS has arranged to hold his Wednesday vacation sittings in the Queen's Bench Court I., instead of in Chancery Court III., as previously intended.

THE AMOUNT of work thrown on the chief clerks of the judges of the Chancery Division by R. S. C. order 55, rule 2, does not so much consist in the multitude of fresh applications added to their previously numerous cases as in the weighty and important matters to which these applications relate. Take, for instance, an application under the Lands Clauses Consolidation Act, 1845, for payment of interest on compensation money paid into court on the purchase of land by public bodies. Formerly these applications were made by petition. The petition was usually prepared by counsel, and perused by the judge's secretary, who noted any special points. It then came before the judge in court, who heard from counsel any arguments brought forward, and the order was drawn up by the registrar, who made it his business to see that the evidence supported the allegations in the petition. Under the new system, the chief clerk has to perform all the functions of the counsel who drew the petition; of the judge and his secretary, and of the registrar, but with this disadvantage, that he has not before him any written statement corresponding with the statements of a petition. He has to take orally from the solicitors before him their statement of the title, and to verify it step by step. If the former safeguards were necessary—and they are still considered necessary with regard to petitions for similar objects which are heard in court—the present practice lays upon the chief clerks a greater responsibility than could have been contemplated when the change was adopted by the Rule Committee. And this is only an example of many similar instances.

IT IS NOT A LITTLE SINGULAR that the precedence, style, and title of judges performing the important functions which the Legislature has committed to the county court judges, should have so long remained undetermined by authority. This omission has been remedied by the Royal Warrant signed on the 4th inst., which gives to county court judges "rank and precedence next after Knights Bachelors." The place thus given has hitherto been occupied by the ancient order of Serjeants-at-Law, who at one time claimed precedence of the Knights Bachelors, but in modern times have ranked immediately after them. The order of precedence will now be—Knights Bachelors, County Court Judges, Serjeants-at-Law; after whom there follow Masters in Lunacy (see 8 & 9 Vict. c. 100, s. 2), and Companions of the Bath. The ordinary statutory description of these judges has been "judge of county courts." They are, of course, addressed as "your honour," in the same manner as the Vice-Chancellors were formerly addressed; and in recent times some of them have prefixed the title of "judge" to their names, a claim which was recognized in the form of memorandum to be made on any document signed by one judge acting for another (see County Court Rules, 1875, schedule, form No. 4). Under the provisions of the recent warrant a county court judge is to be called and addressed by the style and title of "His Honour Judge ——."

A DICTUM by Lord Justice JAMES, in *Watson* v. *Rodwell* (27 W. R. 265, L. R. 11 Ch. D. 153), has lately been referred to by Mr. Justice NORTH as one on which he intends to shape the practice of his court with regard to the particular subject there mentioned. Lord Justice JAMES is reported to have said "that no documents were evidence unless they were put in at the trial. The mere fact that they were admitted in the admissions did not make them evidence. Every document which it was intended to use as evidence ought to be formally put in, and marked by the registrar." Notwithstanding that the Rules of Court invite parties to make—nay, insist under penalties (R. S. C., 1883, ord. 32, r. 2) that parties shall make—admissions of documents, yet those documents are not to be treated as evidence unless actually brought to the attention of the judge. This rule, as laid down by Lord Justice JAMES, is strictly correct in theory, but how would it work in practice? It frequently happens that a bundle of documents is handed to the judge, and that counsel opens his case by reading documents selected from that bundle at his discretion; the originals not being seen at all, or only in rare instances. It is no difficult matter for the judge to call for originals, and to hand them down to be marked by the registrar, but such a practice is by no means universal with the judges of the Chancery Division, although more or less adopted by all of them. Should the documents so read be the subject of admissions, which they generally are, it has been the practice of the registrars, in drawing up the judgment, to enter the admissions as "read," and to have them filed according to R. S. C., 1883, ord. 61, r. 15. Where some of the documents are produced to witnesses, those are commonly marked, but not so those which are merely stated by counsel. The judges of the Court of Appeal having been referred to, have, we are informed, laid down the rule that the requirements of the Court of Appeal as to the entering of documentary evidence in decrees and orders will be sufficiently met by the adoption of the following practice:—All documents produced to witnesses, or with regard to the admissibility of which any question has been raised in the court below, should be specially marked, even if included in the admissions. It is not necessary that other documents referred to in the court below, which are included in formal admissions, should be marked, and it will be sufficient, as a general rule, to enter "the admissions and the several documents therein referred to" according to the present practice. This opinion of the judges of the Court of Appeal, though not binding on the judges of the court below, will enable the latter so to govern their practice as that prominence shall be given to all the evidence brought to the mind of the court, and on which the decision is founded, and will at the same time not deprive solicitors of the costs of admissions, which are a considerable saving of expense in litigation.

THE DECISION of the Divisional Court on Saturday last in the case of *M'Ilwraith* v. *Green* has relieved the Rule Committee from the necessity of amending the rules with reference to payment into court with a defence denying liability. Though there can be no question as to what was the intention of the Rule Committee, the wording of rules 6 and 7 of order 22, which deal with the position of a plaintiff who has accepted money paid into court with a defence denying liability, is unfortunate. The point came before Mr. Justice FIELD, shortly after the new rules came into operation, in the case of *Crosland* v. *Routledge* (*ante*, p. 155), on an appeal from the master's order refusing to tax the plaintiff's costs. The learned judge held that, as the defendant denied his liability, and the plaintiff had no judgment against him, the defendant could not be liable for costs; that ord. 22, r. 7, did not apply to the case, because payment into court with a defence denying liability did not satisfy the words, "in case the entire claim or cause of action is thereby satisfied;" and that, as rule 6 provided that where a payment into court was made with a denial of liability, and the plaintiff accepted the sum so paid in, all further proceedings, except as to costs, should be stayed—proceedings, so far as costs were concerned, were not stayed. Mr. Justice

Field's decision, though somewhat technical, appeared to be correct on the wording of the rules as they now stand, and nothing short of an amendment of the rules seemed to afford a way out of the difficulty. The Divisional Court, however, have cut the knot, by deciding in *M'Ilwraith* v. *Green*, in which a precisely similar point was raised, that a plaintiff who has accepted money paid into court with a defence denying liability is entitled to tax his costs. In order to do this the court had to put a very liberal construction on the rule in question; but the decision is a satisfactory one, for, as Mr. Baron Pollock observed, it would be contrary to natural equity and good sense if a plaintiff, after accepting a certain sum of money in satisfaction of all his claim, should still be compelled to go on with his action merely to recover his costs.

The practice of making a beneficiary who takes an interest in the proceeds of a sale by trustees covenant for title to the extent of that interest is well settled, but questions not unfrequently arise as to the effect of the ordinary condition of sale, that "the vendors, being trustees, shall not be required to enter into any covenant, except the usual express or statutory implied covenant that they respectively have not incumbered." This condition, so far as regards the trustee vendors, seems to be unnecessary; and it does not expressly exclude the right of the purchaser to require covenants for title from the beneficiaries, but there seems often to be an impression that the effect of the condition is to imply that the purchaser is to be satisfied with the trustees' covenant against incumbrances. We have never been able to see any ground for such an implication, and the decision of Mr. Justice Kay in *In re Sawyer and Baring's Contract* (reported elsewhere) will be useful in settling the matter. The learned judge holds, first, that in the absence of any express provision to the contrary in the conditions of sale, a purchaser from trustees under a power of sale, with the consent of the equitable tenant for life, is entitled to require the equitable tenant for life to enter into covenants for title; and, next, that a condition that "the vendors, being trustees, are to be required to give only the statutory covenant against incumbrances implied by reason of their being expressed to convey as trustees," does not deprive the purchaser of this right. The condition, he remarked, said nothing about the tenant for life, and did not stipulate that the covenant by the trustees was to be the only covenant the purchaser should get. It appears to us that some alteration is desirable in the ordinary condition on sales by trustees. It has become usual to add to the condition mentioned above that "none of the persons beneficially interested, except any person whose consent is necessary to the sale, shall be required to join in any assurance for any purpose," but where the sale is made by trustees with the consent of a beneficiary, this condition will be inoperative. Would it not be desirable to provide that "the vendors, being trustees, will enter into the usual express or statutory implied covenant that they respectively have not incumbered, but the purchaser shall not require any covenant for title"?

It is tolerably good testimony to the care with which notices of subsequent incumbrances have been observed and remembered by prior incumbrancers, that the case of *West London Commercial Bank (Limited)* v. *Reliance Permanent Building Society* (32 W. R. 913) should be said to be a case of first impression. Property which had been mortgaged to a building society was subsequently charged to the plaintiffs; notice of this charge being sent by the mortgagor to the building society. Subsequently the mortgagor sold the mortgaged property, and the building society joined in conveying it to the purchaser. The same solicitors acted for the mortgagor and the society, and, by an inadvertence, they were not informed of the existence of the plaintiffs' charge. The consequence was that the deeds were handed over to the purchaser, and the proceeds of sale were divided between the mortgagor and the society without any notice to the owner of the charge. The action was brought by the owner of the charge against the mortgagor and the society for an account. Vice-Chancellor Bacon held that the owner of the charge was entitled to have the loss he had sustained made good by the defendants; and decreed an account limited to the balance of the purchase-money after satisfying the first mortgage. As it was stated that the mortgagor was insolvent, the loss will fall on the society, who will probably in future be more strongly impressed with the necessity for a vigilant care in observing notices of subsequent incumbrances. It is surprising that such cases do not more frequently occur. First mortgagees to whom notices of subsequent incumbrances are sent are often persons of negligent habits, or single ladies, who have no idea of the importance of such communications. The lesson of the case seems to be that solicitors who act on behalf of mortgagees in selling mortgaged property should be particularly careful to inquire of their clients whether any notice has been received of any subsequent incumbrance.

The case of *Platt* v. *Mendel* (32 W. R. 918), which we discussed *ante*, p. 668, foreshadows a considerable change in the practice of the court with regard to foreclosure decrees. We believe it is not improbable that the ruling of Mr. Justice Chitty will be adopted by the other judges of the Chancery Division as occasion arises, and that in future the rule will be to give one time to the mortgagor and all the puisne mortgagees to redeem. The exceptions to this rule (which itself was formerly the exception) will, however, be numerous, and the reasons for them will no doubt become gradually well-defined.

POWERS OF ENTRY AND THE RULE AGAINST PERPETUITIES.

A short time ago a correspondent called our attention to the decision of Mr. Justice North, that the proviso for re-entry which occurred in the case of *Dunn* v. *Flood* (L. R. 25 Ch. D. 629) was void upon the ground that it contravened the rule against perpetuities. The proviso in question was contained in a conveyance in fee simple, and it purported to empower the vendors to *enter* upon the lands conveyed, in case a breach should at any time be committed of a covenant therein contained prohibiting the carrying on of certain trades; and it was provided that upon such entry, the vendors might occupy the premises for their own benefit, until the trade or business carried on should be discontinued, and *also for the space of three calendar months from the time of such discontinuance*. Our correspondent cited Messrs. Key and Elphinstone (1 Prec. Conv., 2nd ed., p. 282, note *b*.) as appearing to hold the opinion that such a power would be good; and he seems to consider that 37 & 38 Vict. c. 59, authorizes the insertion of such powers, and that this fact is an argument in favour of their validity, when their insertion is not expressly authorized by statute.

In the passage above referred to (we may remark, once for all, that in quotations in this article the italics used are ours) Messrs. Key and Elphinstone express the opinion, that "it is not clear that the principle of the decision of the Court of Appeal in" the case of *South-Western Railway Company* v. *Gomm* (30 W. R. 324, L. R. 20 Ch. D. 562), "that an unlimited power of pre-emption is void as a perpetuity, does not apply to a power of re-entry on breach of a restrictive covenant, if the power be absolute, though it may be free from objection *if confined to making good the breach*." And the learned authors add that "the power, even though in terms absolute, would now be restricted to this [purpose—viz., making good the breach] by the effect of the Conveyancing Act, 1881, s. 14, enabling the court to relieve against forfeiture; which indeed," they add, "(see sub-section 3) seems to imply the validity of such a condition of re-entry, though perpetual."

It is very doubtful whether the condition of re-entry in the case of *Dunn* v. *Flood* can be said to come within the restriction proposed in the above-cited passage; for it was not restricted in its purpose to making good the breach, but purported to enable the vendors to retain possession for three months after the breach had been made good. Setting aside this distinction, we may remark that the opinion of the learned authors is expressed in cautious terms, which would hardly justify anyone in saying more than that they thought such a condition might possibly be valid, without expressing any positive opinion in its favour. With regard to the last part of their note, we are not quite clear whether an

opinion is meant to be intimated that the effect of section 14 of the Conveyancing Act, 1881, in cutting down an absolute condition of re-entry to a restricted condition, will for the future take absolute conditions out of the mischief of the rule against perpetuities, although they were, previously to that enactment, within it. If this view was intended to be expressed, we should not be prepared to acquiesce in it without hesitation. In the first place, we are not quite clear that the effect of the section is to restrict the effect of the condition to making good the breach. The section does not give the slightest hint of what its effect will be, but leaves everything to the discretion of the court; and its effect can only be guessed at until a long series of decisions shall have clearly told us what use the court intends to make of its absolute discretion. In the second place, we are still less clear that if, by the operation of a statute, a condition of re-entry which purports to be absolute, and as such would (by hypothesis) be obnoxious to the rule against perpetuities, is cut down to a restricted condition, this will give it any validity as against the rule which it would not otherwise have had. The suggestion that the statute might have this effect is ingenious; but it is far from being sufficiently obvious to be safely relied upon in the absence of judicial decision. And, in the third place, we cannot find, in section 14, sub-section (3), anything which seems to us to imply the validity of a perpetual condition of re-entry. Sub-section (3) states that, for the purposes of the section, "a lease includes . . . a grant at a fee-farm rent." But (not to cavil at the language used) the general object of the section does not at all appear to be to give validity to any conditions of re-entry which were previously void, but only to cut down the effect of such conditions as were previously valid. The above-cited provision seems only to mean that all such conditions of re-entry contained in a conveyance made in fee simple in consideration of a perpetual rent-charge, as would previously have given an *absolute* right of entry upon a breach, shall in future give only such a right of entry as the court in its discretion may be pleased to allow. There is nothing to show that the words were designed to give any validity to conditions which previously had none. On the contrary, this supposition is strongly discountenanced by the first two sub-sections; which plainly contemplate a legal power in the lessor, apart from anything given to him by the section, to enforce his rights under the condition.

With regard to any inferences which may be drawn from the provisions of 37 & 38 Vict. c. 59, we confess ourselves unable to see in what way they support the view that a condition of re-entry extending through all time is valid. Section 4, sub-section (2), of that Act authorizes the insertion in conveyances of land to be used as sites for working men's dwellings, certain conditions of re-entry which appear (both from the words of the sub-section, and from the specimens contained in the precedents in the schedule) to be perpetual; and sub-section (3) enacts, that every such provision shall be valid in law to all intents, and binding on the parties. If any inference touching their previous validity is to be deduced from this enactment, we should rather be inclined to infer that, in the opinion of the draftsman, such perpetual conditions of re-entry would not otherwise have been valid, and that they required the aid of the statute to confirm them.

The ground upon which Mr. Justice North based his decision, that the condition in the case of *Dunn* v. *Flood* was void, was simply this, that such a condition is clearly within the principle laid down by the Court of Appeal in *South-Western Railway Company* v. *Gomm*, and that the question is concluded by authority. The language of the late Master of the Rolls in the last-cited case strongly supports this view. "Whether the rule applies or not," he says, "depends upon this, as it appears to me—does or does not the covenant *give an interest in the land?* If it is a *bare or mere personal contract*, it cannot be enforced against the assignee. The company must admit that it somehow binds the land. But if it binds the land, it creates *an equitable interest in the land*." In that case, the provision of which the validity was in dispute, was a covenant, not a condition; in the case of *Dunn* v. *Flood* the provision was a condition of re-entry upon the breach of a covenant. So far as such condition is valid, it gives, on a breach, a right of entry; and surely a right of entry is, in the large sense in which the late Master of the Rolls used the words, an interest in the land. And in that case it comes within the principle laid down in *South-Western Railway Company* v. *Gomm*.

From this it seems to follow that conditions of re-entry in defeasance of an estate of freehold must, if not void in their inception, be subject to the rule against perpetuities. Nor do we find anything in the reasoning of the Master of the Rolls to justify a distinction between rights of entry in general and rights of entry which are made available only until a breach of a covenant has been remedied. The latter seem to come within his reasoning not less than the former. The distinction is an ingenious one, but it is one upon which no one could, in our opinion, safely rely, in the absence of a judicial decision to that effect. Mr. Justice North said very forcibly, in *Dunn* v. *Flood*, that, when a case claims to be an exception from the general law relating to perpetuities, it is not enough to show that the general law has not expressly been held to apply to the case; it is necessary to show that the general law has been expressly held not to apply. This, if we may presume to say so, appears to be grounded upon very sound sense. The very meaning of the general law is a principle which embraces all relevant cases not expressly excepted from it.

To sum up the matter, we desire to express no unalterable opinion respecting the validity of such conditions as those which our correspondent contemplates. But we are strongly of opinion that the only prudent course to adopt in practice is to act upon the assumption that they will be held to be invalid.

THE RIGHT OF A LANDOWNER TO PROTECT HIS LAND AT THE EXPENSE OF HIS NEIGHBOUR.

The recent case of *Whalley* v. *Lancashire and Yorkshire Railway Company* (L. R. 13 Q. B. D. 131) belongs to a very interesting class of cases. The rights and obligations which exist between the owners of adjoining lands, independently of contract, form an inherently interesting subject, because they seem more directly connected with the natural incidents of human life than many other legal matters which arise from the more artificial creations of modern civilization, such as bills of exchange, charter-parties, and other mercantile documents and contracts. Cases arising, as this class of case frequently does, out of the operations of natural forces and the elements, seem to have a certain picturesqueness about them. And, again, the peculiar difficulty that often exists in accurately enunciating the general principles and propositions which are to govern the rights and liabilities involved, renders such cases exceptionally interesting to the jurist. It is not a question in such cases of interpreting complicated and clumsy phraseology, whether of contract or of statute—very often a most repulsive task leading to unsatisfactory results. The principles of justice and general expediency must be applied with the greatest delicacy, foresight, and regard to the particular circumstances in order to determine this class of question.

In the case to which we have referred, the question was as to the right of a landowner to relieve himself from a natural mischief at the expense of his neighbour. The facts were these. By reason of an unprecedented rainfall, a quantity of water had accumulated against one of the sides of the defendants' railway embankment to such an extent as to endanger the embankment. In order to protect their embankment, the defendants cut trenches in it, by which the water flowed though, and went ultimately on to the land of the plaintiff, which was on the opposite side of the embankment, and at a lower level. The consequence was, that the plaintiff's land was flooded and injured to a greater extent than it would have been had the trenches not been cut and the water allowed to percolate through the embankment. In an action for damages for such injury the jury found that the cutting of the trenches was reasonably necessary for the protection of the defendants' property, and that it was not done negligently. The Court of Appeal held that, though the defendants had not brought the water on to their land, they had no right to protect their property by transferring the mischief from their own land to that of the plaintiff, and that they were, therefore, liable.

It was argued for the defendants that the case differed from the case where a landowner has himself caused or brought on to his land the accumulation of dangerous material, as in the celebrated leading case of *Fletcher* v. *Rylands*, and that they were entitled to protect themselves from the natural mischief, although the result should be to injure their neighbour. *Smith* v. *Kenwick* (7 C.B.

15) and other cases with regard to mines were quoted, in which it was held that a mine-owner was entitled to work through coal in his mine, though the result was to let water through into his mine, and thence into his neighbour's mine at a lower level. It was argued for the plaintiff that these cases did not apply, and that cases relating to subterranean workings were not analogous to cases relating to surface operrtions. Though the Master of the Rolls did not approve of the suggested distinction between surface and *substratum*, it appears to us that in the nature of things an element of difference does exist in cases where the question concerns mining and other analogous operations which involve on both sides an alteration of the natural state of the earth. It is not a question essentially of the difference between surface and *substratum*; but in a case between two mining owners, neither party's interest nor claim is based on the continuance of the natural state of things. It does not seem to us that the right of the plaintiff in *Whalley* v. *Lancashire and Yorkshire Railway Company* stood on the same footing as that of the mine-owner, because it is obvious that the mine-owner's claim is for protection, not for his land in its natural state, but for his mine. There seems no reason why, because he works away the substance of the *substratum* up to his own boundary, instead of leaving a barrier on his own land, he should be entitled to require his neighbour to leave a barrier for his protection. This distinction does not depend on the subterranean nature of mines. The same point might arise with regard to quarries.

The plaintiff's counsel further argued that the case was really analogous to *Fletcher* v. *Rylands*; that, though it was true that the defendants did not bring the water on to their land, yet, by their embankment, they banked it up and caused it to accumulate; and that they could not have a right to pass on the mischief caused by their alteration of the natural state of things to a neighbour's land. We must confess that there seems to us to be great force in that view of the case, and we feel some surprise that the line of argument so adopted for the plaintiff was not more completely adopted by the court in giving judgment than it was. It seems very plain that, a landowner having erected an embankment, and so changed the natural state of the earth for his own convenience, in a manner which has caused a dangerous accumulation of water, cannot be entitled to cut through the embankment and let the water down on to his neighbour. It would be contrary to the most elementary and obvious principles of justice that he should be allowed to do so. The Court of Appeal, however, do not seem to put their judgment on the exact ground taken up by the plaintiff's counsel—viz., on the fact that the embankment, which was an artificial structure made by the defendants, had originated the danger—but they seem to go further afield, and to deal rather with the more general and more difficult question how far a landowner can relieve himself of mischief occasioned to him by the operation of natural causes at the expense of his neighbour. The Master of the Rolls seems to lay down the proposition distinctly that, when a mischief has been occasioned by the operation of nature to a person's land, he cannot, in order to get rid of and cure the misfortune which has so happened to himself, do something which will transfer the misfortune to his neighbour. It hardly seems to us that so wide a proposition was necessary for the decision of the case, though we are far from saying that it is not true, subject to the necessary limitations expressed to some extent by the learned Master of the Rolls himself in his judgment. He seems to admit that, where the acts done by the defendant amount only to the ordinary and reasonable user of land, they are not actionable, even though they cause damage to the plaintiff's land. For instance, the drainage of agricultural land in the usual way may have the effect of throwing water more suddenly and rapidly on subjacent properties, though, of course, it would but seldom be the case that such damage could be traced to the action of one proprietor; but it could hardly be supposed that a man could not drain his land in the usual way without being liable for any injury so occasioned, even if damage could be attributed to his individual action. On the other hand, a man could not alter the course of a river so as to improve the drainage of his own land at the expense of his neighbour's land without being liable, for this would not be the ordinary user of the land. This shows how much these things are matters of degree, and how difficult it is to lay down abstract principles. Again, another somewhat nice distinction also arises: though a landowner may not get rid of mischief caused to him by an operation of nature, such as an extraordinary flood, at the expense of his neighbour, yet he may protect himself against the occurrence of the mischief at the expense of his neighbour. There is—so the Master of the Rolls says—a difference between protecting yourself from an injury that is not yet suffered by you and getting rid of the consequences of an injury which has occurred to you. It seems that if an extraordinary flood is seen to be coming upon land, the owner of such land may fence off and protect his land from it, and so turn it away without being responsible for the consequences, though his neighbour may be injured by it. This seems reasonable and just as applied to many cases, though we cannot help thinking that cases might arise in which the true limits of this doctrine of self-preservation might be difficult to determine.

REVIEWS.

CONVEYANCING.

CONCISE PRECEDENTS IN CONVEYANCING. By the late GEORGE SWEET, Esq. THIRD EDITION. By C. COMYNS TUCKER, Esq., and GEORGE CAVE, Esq., Barristers-at-Law. TWO VOLS. Henry Sweet.

It is nearly forty years since the last edition of this work was published by its author. His extensive practice and ill-health prevented him from carrying out a new edition. At his lamented death the work was taken in hand by his pupil, the late Mr. Pope, on whose death the present editors succeeded to the task of bringing out the new edition. It is needless to say that the task has been no light one, having regard to the recent changes. The editors, however, seem to have spared no pains with their work, and they have in several respects travelled out of the usual course. They have, in the first place, appreciated the value which attaches under the new order of things to brevity. The precedents we have examined are distinguished by an unusual terseness. Many of the forms of settlements may be referred to as excellent specimens of condensation; and even in the precedents of leases the time-honoured verbiage is considerably cut down. Another feature of the work is the number of precedents of somewhat special drafts which it contains. For instance, under "Mortgages" we find forms of "Mortgage by a School Board of part of its School Fund and Local Rate"; "Mortgage of a Call by a Company to a Bank"; and "Agreement to Mortgage a Contingent Estate Tail, with Provisions for Insurance of the Contingency." And lastly, a useful novelty is introduced by indicating against each instrument the stamp it should bear. These features should obtain for the work the favour of the profession; and we may add that the notes, so far as we have examined them, are accurate and practical. Many of them, indeed, give evidence of care and research which do the editors the greatest credit. They disclaim the notion that the observations preceding the forms are offered as complete treatises on the subjects to which the forms relate, and state that they are "intended chiefly to give the draftsman practical help, and to call his attention to such recent statutes and decisions as may have a bearing on the form or validity of the instrument to be prepared." The observations we have perused certainly do this very efficiently. The forms given appear to us to be usually sufficient in number, and those we have examined are carefully framed. We question, however, the advisability of the changes which the editors have occasionally introduced in the usual arrangement of instruments. To take the case of leases, no doubt the strictly proper place of the proviso for re-entry is immediately after the *habendum*, which it qualifies; but the convenience of knowing in all cases where to find the proviso seems to be decisive in favour of keeping it in the accustomed place after the lessee's covenants.

DAMAGES.

MAYNE'S TREATISE ON DAMAGES. FOURTH EDITION. By JOHN D. MAYNE, Barrister at-Law, and LUMLEY SMITH, Q.C. Stevens & Haynes.

Few books have been better kept up to the current law than this treatise. The earlier part of the book was remodelled in the last edition, and in the present edition the chapter on Penalties and Liquidated Damages has been re-written, no doubt in consequence of, or with regard to, the elaborate and exhaustive judgment of the late Master of the Rolls in *Wallis* v. *Smith* (31 W. R. 214, L. R. 21 Ch. D. 243). The treatment of the subject by the authors is admirably clear and concise. Upon the point involved in *Wallis* v. *Smith* they say, "The result is, that an agreement with various covenants of different importance is not to be governed by any inflexible rule peculiar to itself, but is to be dealt with as coming under the general rule, that the intention of the parties themselves is to be

considered. If they have said that in the case of any breach a fixed sum is to be paid, then they will be kept to their agreement, unless it would lead to such an absurdity or injustice that it must be assumed that they did not mean what they said." This is a very fair summary of the judgments in *Wallis* v. *Smith*, especially of that of Lord Justice Cotton; and it supplies the nearest approach which can be given at present to a rule for practical guidance.

On all the points elucidated by recent cases reported in the *Law Reports*, on which we have consulted this edition, we find the decisions carefully noted. One characteristic of the book is its admirable terseness, and we are certainly not unappreciative of this excellent quality; but we should occasionally have been glad of a little more fulness of comment. For instance, under the head of damages for breach of building and mining covenants, *Wigsell* v. *Corporation of the School for the Indigent Blind* (30 W. R. 474, L. R. 8 Q. B. D. 357) is simply added in the note at p. 260 after the case of *Oldershaw* v. *Holt*. The observations of Mr. Justice Field in his judgment in *Wigsell's case*, as reported in the WEEKLY REPORTER, on Baron Parke's judgment in *Pell* v. *Shearman* (10 Ex. 766), seem to deserve notice. And it may perhaps be suggested that the range of reports from which the cases are selected might, with advantage, be enlarged. It would have been desirable, for instance, to note the case of *Hyam* v. *Terry* (25 SOLICITORS' JOURNAL, 371), in which the rule in *Bain* v. *Fothergill* was applied by the Court of Appeal to the case of a contract to grant a lease *de novo*. On the whole, however, we can heartily commend this as a carefully edited edition of a thoroughly good book.

NISI PRIUS EVIDENCE.

ROSCOE'S DIGEST OF THE LAW OF EVIDENCE ON THE TRIAL OF ACTIONS AT NISI PRIUS. FIFTEENTH EDITION. By MAURICE POWELL, Barrister-at-Law. Two Vols. Stevens & Sons; H. Sweet; W. Maxwell & Son.

There are two important changes in this edition of Roscoe, both, we suppose, inevitable, but both to be regretted. The one is the retirement of Mr. Justice Day from the part he took in the preparation of the three preceding editions, and the other is the appearance of the book in two volumes. We are bound to say, however, that we do not observe any diminution in the care or accuracy with which the cases have been noted. Among a large number of recent decisions, for which we have searched the book, we have found all but a limited number very well stated. The exceptions are cases of comparatively small importance, such as *Eadie* v. *Addison* (31 W. R. 320), in which Mr. Justice Pearson followed *Minet* v. *Morgan* (21 W. R. 467, L. R. 8 Ch. 361); and *Rickards* v. *Hough* (30 W. R. 676), as to objections to depositions, a reference to which should have been added to *Grill* v. *General Screw Collier Company*, at p. 177. The recent statutory provisions have also in general been satisfactorily incorporated. It is not correct, however, to say (p. 657) that, by the Conveyancing Act, 1881, s. 7, "in the case of conveyances on sale, mortgage, or settlement, or by a trustee, mortgagee, &c., executed after 31st December, 1881, the respective covenants which were usually inserted in such instruments are now implied." They are, of course, only implied *if* certain magic words are inserted in the instrument. Nor is it safe to say (p. 964) that "a mortgagor in possession, who has mortgaged after December 31, 1881, has, as against every incumbrancer, power under certain conditions to make a lease." He has only, of course, that power in the absence of a contrary intention expressed by mortgagor and mortgagee "in the mortgage deed or otherwise in writing." The Rules of the Supreme Court, 1883, have been incorporated throughout the book.

CRIMINAL EVIDENCE.

ROSCOE'S DIGEST OF THE LAW OF EVIDENCE IN CRIMINAL CASES. TENTH EDITION. By HORACE SMITH, Esq., Barrister-at-Law. Stevens & Sons; H. Sweet; W. Maxwell & Son.

It is satisfactory to find that, notwithstanding the space occupied by the new legislation and decisions since 1877, there is an increase of only twenty pages in the present edition. The book is bulky enough already for the lawyer's bag, and the editor is wise in preventing it from swelling beyond dimensions compatible with use on circuit. The necessity for condensation, and the fact that the offences will ordinarily be summarily tried, afford ample justification for the omission of the provisions with reference to corrupt and illegal practices at elections contained in the Corrupt Practices Act, 1883, notwithstanding that, under section 43 (5), the person charged may be prosecuted on indictment. The rest of the new legislation seems to be satisfactorily incorporated, except as regards the new misdemeanor created by section 31 of the Bankruptcy Act, 1883, which should have had a separate paragraph given to it. The reference to this section in the table of statutes is wrong, and it is difficult to find the provision. There should also have been added to the mention of section 14 of the Debtors Act, 1869, at p. 492, a reference to sections 149 (2) and 163 (2) of the Bankruptcy Act, 1883. We have looked for a considerable number of the recent cases, and have found them all correctly stated.

TRADE-MARKS.

THE LAW OF TRADE-MARKS AND THEIR REGISTRATION, AND MATTER CONNECTED THEREWITH; INCLUDING A CHAPTER ON GOODWILL, &c., &c. By LEWIS BOYD SEBASTIAN, Barrister-at-Law. SECOND EDITION. Stevens & Sons.

The reputation which Mr. Sebastian's book has attained of being the standard work on its subject is not likely to be diminished by the present edition, which, not less than its predecessor, bears marks of complete knowledge of the subject, and is characterized by intelligent discussion of difficulties and minute accuracy of statement. The effect of the provisions of the new Act and Rules is given incidentally in the treatise, and this is followed in the appendix by the sections of the Act relating to trade-marks, with elaborate notes appended; the Trade-Mark Rules, 1883, being similarly printed and annotated. This is a very convenient arrangement; and, as to the mode in which it is carried out, we find hardly any room for criticism. So far as we have observed, no reported case has escaped the author's attention. His range of selection is unprecedently wide; not only are American cases largely cited, but we find Indian and colonial cases referred to. The appendices contain forms and precedents; statutory enactments with respect to marks on goods, &c. The book is a complete and exhaustive treatise on its subject, and is indispensable to practitioners who have to deal with this branch of law.

CHAMBER CASES.

REPORTS IN CHAMBERS, QUEEN'S BENCH DIVISION, FROM OCTOBER, 1883, TO APRIL, 1884; ARRANGED ALPHABETICALLY ACCORDING TO THE SUBJECT-MATTER OF THE SEVERAL CASES, UNDER THE RULES OF COURT RESPECTIVELY APPLICABLE, AND WITH NOTES OF OTHER RECENT DECISIONS. By ADAM H. BITTLESTON, Barrister-at-Law. William Clowes & Sons (Limited).

Mr. Bittleston has re-issued in a convenient form the reports of cases at chambers which appeared in the columns of this journal between the dates mentioned, appending to many of the reports notes of other recent practice decisions. The cases, as now arranged under the rules to which they relate, will be found useful to practitioners. It would have been well, however, if, in citing other decisions, references to all the series of reports had been given.

NEW PRACTICE CASES.

R. S. C., 1883, ORD. 31—JUDICATURE ACT, 1873, S. 100—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883, S. 26—PETITION TO REVOKE PATENT—INTERROGATORIES.—In the case of *Re Haddan's Patent*, before Kay, J., on the 7th inst., a question arose as to the power of the court to allow interrogatories to be administered by a petitioner praying for revocation of a patent under section 26 of the Patents, Designs, and Trade-Marks Act, 1883. KAY, J., said that the Patents, Designs, and Trade-Marks Act, 1883, abolished the old procedure by *scire facias*, and said that revocation of a patent should be obtained by petition. Subject to that it left the practice as before. Under order 31 of the Rules of Court, 1883, interrogatories might be delivered by the leave of the court in any "cause or matter" by "the plaintiff or defendant." Under order 31 the 100th section of the Judicature Act, 1873, was to be applied to the interpretation of the terms contained in the Rules of Court. There the word "plaintiff" was interpreted to mean every person asking for relief, whether by "action, suit, petition," or otherwise. His lordship was, therefore, of opinion that order 31 applied to a petition to revoke a patent, and gave leave to administer interrogatories.—COUNSEL, *J. Ashton Cross; Goodeve.* SOLICITORS, *Laundy, Son, & Hedge; John Clear.*

R. S. C., 1883, ORD. 58, R. 16—APPEAL—STAY OF PROCEEDINGS—FUND IN COURT.—In a case of *Bradford* v. *Young*, before Pearson, J., on the 11th inst., a question arose as to a stay of the proceedings under an order pending an appeal, of which notice had been given. Rule 16 of order 58 provides that "an appeal shall not operate as a stay of execution or of proceedings under the decision appealed from, except so far as the court appealed from, or any judge thereof, or the Court of Appeal, may order." In the present case the order directed payment of a fund in court to the plaintiff, and one of the defendants, who had given notice of appeal, asked that, pending the appeal, the distribution of the fund in court might be suspended. No evidence was adduced to show that there was any danger that, if the money was paid out to the plaintiff, it would not be forthcoming if the decision should be reversed on appeal. But reliance was placed on the decision of the Court of Appeal in *Brewer* v. *Yorke* (L. R. 20 Ch. D. 669, 26 SOLICITORS' JOURNAL, 329), in which the Court of Appeal, on an appeal by the defendant to the House of Lords from a decision which had directed payment of a fund into court to the plaintiff, ordered the fund to be retained in court pending the appeal. It does not appear from the report

of that case that any special ground was shown, but Jessel, M.R., said, "It is, of course, to stay the payment out of the money," and Cotton and Lindley, L.JJ., concurred. But the court required the appellant to give an undertaking that, in case his appeal should fail, he would make good to the respondent the difference between interest on the fund at four per cent. for the period for which it was retained in court pending the appeal, and the interest actually paid during that period. PEARSON, J., said that, in *Wilson* v. *Church* (L. R. 12 Ch. D. 454), Cotton and Brett, L.JJ., were of opinion that the distribution of a fund ought to be stayed pending an appeal to the House of Lords, but James, L.J., dissented. His lordship was not sufficiently acquainted with the facts of that case to know what the grounds of dissent were. But, having regard to the decision of Lord Cottenham, C., in *Walburn* v. *Ingilby* (1 M. & K. 79), it appeared to be by no means the rule of the court that, without any special reason being shown, a fund should be retained in court pending appeal, simply because there was an appeal. As Lord Eldon said, in *Huguenin* v. *Basley* (15 Ves. 180), such a rule would palsy the arm of the court. In the present case, having regard to the time of the year, his lordship thought the proper course would be to suspend the payment of the money out of court till the 3rd of November next, but not longer. This would give appellant an opportunity of renewing his application to the Court of Appeal without any embarrassment. The taxation of costs would not be suspended.—COUNSEL, *James Kaye*; *Cozens-Hardy*, Q.C., and *A. Young*. SOLICITORS, *Markby, Stewart, & Co*; *Walker, Martineau, & Co.*

R. S. C., ORD. 57, R. 15—INTERPLEADER—SECURITY FOR COSTS.*—On the 12th inst., the case of *Tomlinson* v. *The Land and Finance Corporation (Limited)* came before the Court of Appeal (BRETT, M.R., and BOWEN, L.J.). The facts were as follows:—In May last, the Land and Finance Corporation (Limited), being a company in liquidation, recovered against Dr. W. M. Rochfort a judgment for £91 13s. 6d. On the 31st of May, 1884, the sheriff of Middlesex seized Rochfort's goods at 104, Wilberforce-road, Finsbury-park. Tomlinson then claimed under a bill of sale given by Rochfort on the 9th of December, 1879, when he was residing at 162, Copenhagen-street, Barnsbury. On the 9th of June, an interpleader order was made (form 53 (No. 4), appendix K.), and pursuant to ord. 57, r. 7, the claimant was ordered to be plaintiff, and the execution creditors defendants. £75 was stated to be the value of the goods seized, and this amount the claimant was directed to pay into court or secure; he elected to pay the £75 into court, which he did on the 16th of June, and delivered the draft interpleader issue on the same day. On the 24th of June, the plaintiff Tomlinson applied that the Land and Finance Corporation should be ordered to give security for his costs, on the ground that the company was in liquidation; and *Williams* v. *Crosling* (3 C. B. 962) was cited. The master, holding that the defendants were substantially defendants, refused the order. On appeal to Denman, J., he thought that the master was right, but, at the request of counsel, referred the appeal to the court on the 2nd of July. He referred to the cases of *Williams* v. *Crosling* and *Belmonte* v. *Aynard* (L. R. 4 C. P. D. 352). On the 9th of July, Lopes and Cave, JJ., decided that the Land and Finance Corporation were seeking the aid of the court to enforce their execution, and were substantially plaintiffs, and must give security, and in default of such security being given, they (defendants) must be barred, and the money in court (£75) be paid out to the plaintiff, who was to have judgment for his costs of the interpleader proceedings. The defendants appealed, and the additional case of *Mellin* v. *Dumont* (17 W. R. 673) was cited. BRETT, M.R., in giving judgment, said: It seems to me that in cases of interpleader by the sheriff, when he has levied an execution, and where there are a claimant and an execution creditor, then *Williams* v. *Crosling* would apply, and the reasoning of that case would be right. Take the relations of the two parties; if there was no Interpleader Act they would both be entitled to claim the benefit of the law in their favour. The sheriff having slipped out, they are entitled to the interference of the law. Then that law says a defendant is not to give security for costs, and this does not apply to the present case. What then does apply? Order 57, r. 15, says, "The court may make all such orders as to costs as may be just and reasonable;" then what is just and reasonable? Why, that they should fight on equal terms. BOWEN, L.J., said that under an interpleader by the sheriff, the court could make such orders as may be just to make the parties fight on equal terms. They are both plaintiffs if left to their remedy to fight the sheriff; the interpleader act has allowed the sheriff to slip out of the noose. A sheriff's interpleader is not a case in which you can take the ordinary terms "plaintiff" and "defendant;" they are, as in *Williams* v. *Crosling*, in a special position, and *Belmonte* v. *Aynard* does not apply.—COUNSEL, *T. W. Chitty*; *R. T. Reid*, Q.C., and *A. G. McIntyre*. SOLICITORS, *J. J. Harlow*; *Smiles & Co.*

BANKRUPTCY CASES.

ADMINISTRATION IN BANKRUPTCY OF ESTATE OF PERSON DYING INSOLVENT — TRANSFER OF ADMINISTRATION PROCEEDINGS FROM HIGH COURT TO COUNTY COURT — POWER TO MAKE ADMINISTRATION ORDER EX PARTE — BANKRUPTCY ACT, 1883, S. 125, SUB-SECTIONS 1, 2, 3, 4—BANKRUPTCY FORMS, 1883, Nos. 11, 31, 32.—In a case of *Ex parte May*, before a divisional court of the Queen's Bench Division, on the 12th inst., some questions arose as to the making of an order in bankruptcy for the administration of the estate of a person who has died insolvent. Sub-section 125 of the Bankruptcy Act, 1883, provides: (1) "Any creditor of a deceased debtor whose death would have been sufficient to support a bankruptcy petition against such debtor, had he been alive, may present to the court a petition in the prescribed form, praying for an order for the administration of the estate of the deceased debtor, according to the law of bankruptcy." (2) "Upon the prescribed notice being given to the legal personal representative of the deceased debtor, the court may, in the prescribed manner, upon proof of the petitioner's debt, unless the court is satisfied that there is a reasonable probability that the estate will be sufficient for the payment of the debt owing by the deceased, make an order for the administration in bankruptcy of the deceased debtor's estate, or may upon cause shown dismiss such petition, with or without costs." (3) "An order of administration under this section shall not be made until the expiration of two months from the date of the grant of probate or letters of administration, unless with the concurrence of the legal personal representative of the deceased debtor, or unless the petitioner proves to the satisfaction of the court that the debtor committed an act of bankruptcy within three months prior to his decease." (4) "A petition for administration under this section shall not be presented to the court after proceedings have been commenced in any court of justice for the administration of the deceased debtor's estate, but that court may in such case, on the application of any creditor, and on proof that the estate is insufficient to pay its debts, transfer the proceedings to the court exercising jurisdiction in bankruptcy; and thereupon such last-mentioned court may, in the prescribed manner, make an order for the administration of the estate of the deceased debtor, and the like consequences shall ensue as under an administration order made on the petition of a creditor." (5) "Upon an order being made for the administration of a deceased debtor's estate, the property of the debtor shall vest in the official receiver of the court, as trustee thereof, and he shall forthwith proceed to realize and distribute the same, in accordance with the provisions of this Act." In the present case an intestate died on the 24th of March, 1884, and on the 12th of June administration to his estate was granted to his widow. On the same day a creditor commenced an action against the widow in the Chancery Division for the administration of the estate. On the 4th of July, on the application of another creditor, and upon hearing the plaintiff and the defendant, Kay, J., made an order transferring the action, in accordance with the provisions of section 125, to the county court at Macclesfield, and on the 18th of July the registrar of the county court, on an *ex parte* application by the creditor, who had obtained the order for transfer, made an order for the administration of the estate according to the law of bankruptcy, pursuant to section 125, and appointed the official receiver to be the trustee of the property of the intestate. From this order the administratrix appealed to the Divisional Court, on the grounds (1) that there was no jurisdiction to make the order before the expiration of two months from the date of the letters of administration, the administratrix not having consented, and there being no proof of an act of bankruptcy committed by the intestate; (2) that the order ought not to have been made *ex parte*. The court (HAWKINS and WILLS, JJ.) overruled the second objection, but allowed the first, and consequently discharged the administration order. WILLS, J., who delivered the judgment of the court, said that the form of the order for administration to be made under sub-section 2 of section 125 (No. 31 of the Forms given in the Appendix to the Bankruptcy Rules, 1883), was, in substance, the same as the form of order (No. 32) for administration to be made in a transfer of proceedings under sub-section 4; it was impossible to draw any distinction between the two as to their meaning or legal operation. It was only the machinery for obtaining the order which differed; in the one case the order was made upon petition; in the other without a petition. In the case of a petition the court was empowered to make the order for administration upon mere proof of the petitioner's debt, unless it was satisfied of the solvency of the estate, and the *onus* of proving the solvency was thrown on the executor or administrator. Before a transfer of proceedings could be made the applicant must prove that he was a duly qualified creditor, and he must also prove that the estate was insolvent. He must prove more than the petitioner under sub-section 1. Before the transfer could be made, the executor or administrator must have had an opportunity of being heard to contest the very point, and the only point, which would be in controversy on a creditor's petition under sub-section 1, the only difference being that the *onus* of proving the insolvency of the estate was on the creditor, instead of the *onus* of proving its solvency being on the executor or administrator. Under these circumstances, it seemed preposterous to suppose that it could be necessary to have the same matter brought into controversy a second time in the court to which the transfer had been effected before the administration order could be made. They had been already the subject of adjudication by a competent court, and the party concerned in denying them had already been heard upon them. There was no reason, therefore, why the order should not be made *ex parte*. The other objection, however, appeared to be fatal. There being no distinction between the order of administration under sub-section 2 and sub-section, 4 it was impossible to draw any distinction between them as to the application of the earlier part of sub-section 3. There was, therefore, no inherent difficulty in giving their plain, natural, and unmistakeable meaning to the words of sub-section 3, which said in terms that no such order as had been made in the present case should be granted until the lapse of two months from the grant of administration. The administration order was accordingly discharged, but leave was given to appeal to the Court of Appeal.—COUNSEL, *Cooper Willis*, Q.C., and *Tyson*; *Winslow*, Q.C., and *R. Vaughan Williams*. SOLICITORS, *H. T. Raw*; *Robinson, Preston, & Stow*.

* We are favoured with this report by Messrs. Smiles & Co.

ACT OF BANKRUPTCY—RELATION BACK OF TRUSTEE'S TITLE—MONEY PAID BY DEBTOR TO PETITIONING CREDITOR'S SOLICITOR PENDING HEARING OF PETITION—LIABILITY OF SOLICITOR.—In a case of *Ex parte Edwards*, before the Court of Appeal on the 4th inst., a question arose as to the liability of the solicitor of a petitioning creditor, who had, pending the hearing of the petition, received from the debtor a sum of money on behalf of the petitioner, and had paid it over to his client, to refund the money to the trustee appointed under an adjudication of bankruptcy made against the debtor on the subsequent hearing of the petition. On the 20th of February, 1883, a bankruptcy petition was presented against Chapman by Storey, who was a creditor for £492, the act of bankruptcy alleged being the failure of Chapman to comply with a debtor's summons, which had been previously served on him on behalf of Storey. Mr. Thomas Edwards acted as solicitor for Storey in the service of the debtor's summons, as well as in the presentation of the petition, and was cognizant of the act of bankruptcy. The petition came on for hearing on the 5th of March, 1883, when the hearing was by consent adjourned to the 10th of April, the sum of £100 being paid by Chapman as consideration for the postponement. On the 10th of April, and on two subsequent occasions, the hearing was again postponed, Chapman paying on these occasions respectively sums of £130, £50, and £25. Ultimately, on the 24th of October, 1883, the petition was heard, and Chapman was adjudicated a bankrupt. The four sums thus paid by Chapman (amounting altogether to £305) were received by Edwards, as agent for Storey, and accounted for by him to Storey. The account showed that Edwards had paid £150 to Storey, and that he had retained the balance in payment of costs due to him by Storey. The trustee in the bankruptcy claimed the £305 thus paid to Edwards as forming part of the bankrupt's estate divisible among his creditors, and applied to the court for an order that Edwards should pay it to him, on the ground that Edwards had received the money with notice of the act of bankruptcy to which the title of the trustee related back. It was not disputed that Storey himself was liable to refund the money, but apparently he was not in a position to do so. Mr. Registrar Murray (*ante*, p. 634) ordered Edwards to pay the amount to the trustee, and the Court of Appeal (BAGGALLAY, COTTON, and LINDLEY, L.JJ.) affirmed the decision. It was urged on behalf of the solicitor that, at the time when he paid over the money which he had received, there being no adjudication of bankruptcy and no trustee, he was bound to pay over the money to his principal, for whose use he had received it, and that he would have had no defence to an action by the principal. BAGGALLAY, L.J., said that so soon as the facts and the relative positions of the parties were clearly appreciated, the propriety of the registrar's order was manifest. It had been urged that Edwards had acted simply as agent for Storey, that he was employed by him, and was bound to hand over the money which he received to him. His lordship could not assent to this. Previously to the making of the payments an act of bankruptcy had been committed by Chapman, and this was well known to Edwards, who was acting as Storey's solicitor in the bankruptcy proceedings. He knew perfectly well that, if an adjudication should be made on the petition, the title of the trustee in the bankruptcy would relate back to the act of bankruptcy, and that all the property which would otherwise have belonged to the bankrupt would become the property of the trustee as from the date of the act of bankruptcy. With this knowledge he handed over the money to Storey. Having regard to the relations of the parties it was sufficient to state those facts to show that the payment by Edwards to Storey was no answer to the claim of the trustee. COTTON, L.J., was of the same opinion. He thought that the payment to Storey was, under the circumstances, a wrongful act. If a payment had been made by the debtor to Storey, he might, no doubt, have dismissed his petition. But he did not do so. Payments were made by the debtor to Edwards, and, while the petition was pending, and Storey was still seeking to have an adjudication made against the debtor, Edwards handed over the money to Storey. In his lordship's opinion that was wrong. So long as Storey was seeking an adjudication he had no right to retain that money which, if he succeeded in obtaining an adjudication, would belong to the trustee for distribution among the creditors generally. It was said that Edwards could not have resisted a demand by Storey for the money. In his lordship's opinion he could; no court would, under the circumstances, have ordered him to pay it over. If the petition had been dismissed, possibly he might safely have handed over the money to Storey, unless he had notice of some other act of bankruptcy. As it was, the registrar's order was quite right. LINDLEY, L.J., concurred.—COUNSEL, *A. à B. Terrell*, and *Wyatt Hart*; *Winslow*, Q.C., and *Sidney Woolf*. SOLICITORS, *Thomas Edwards*; *Munns & Longden*.

BILL OF EXCHANGE—SPECIFIC APPROPRIATION OF CONSIGNMENTS—INTEREST CREDITED BY ACCEPTOR—RIGHTS OF BILL-HOLDERS.—In a case of *Ex parte Dever*, before the Court of Appeal, on the 8th inst., a question arose as to the specific appropriation of consignments of goods to meet bills of exchange drawn against them, the acceptors having become bankrupt. Suse & Sibeth, merchants and bankers in London, on the 16th of March, 1883, at the request of Mussett, a merchant in London, who was acting as agent for Sentance, a merchant at Shanghai, granted a letter of credit to Sentance. The letter authorized Sentance "to draw on us at four months' sight for any sums not exceeding £20,000, such draft or drafts to be accompanied by bills of lading and invoices of tea, purchased according to order of Mussett, and shipped by steamers to London, and marine insurance policies relating thereto, and these documents to be surrendered to us against our acceptances. And we hereby agree with you, and also as a separate engagement with the *bond fide* holders respectively of the bills drawn in compliance with the terms of this credit, that the same shall be duly accepted on presentation, and paid at maturity, if drawn and negotiated on or before the 31st of November, 1883." It was agreed between Mussett and Suse & Sibeth that they should receive a commission of 1 per cent. on all drafts drawn under this credit, and that he should meet all their acceptances before their due dates, "the usual rate of 2½ per cent. being allowed on all pre-payments." Under this letter of credit Sentance, in May and June, 1883, drew various bills on Suse & Sibeth for sums, amounting in the whole to more than £18,000, against consignments of tea which he made to Mussett. Each bill was expressed to be drawn under the letter of credit, the date of which was mentioned, and to be drawn against a particular consignment of tea, "as *per* shipping documents herewith." The bills of lading and other documents (as required by the letter of credit) were in each case attached to the bill of exchange. Sentance advised Suse & Sibeth by post of the drawing of each bill. The bills all matured between the 28th of October and the 24th of November, 1883. Sentance discounted the bills in each case with a bank in China, to whom the letter of credit was shown, and the bills, with the attached documents, were then forwarded by the bank to their London agency, by whom the bills were, on their arrival in London, presented to Suse & Sibeth for acceptance. They accepted them, and on acceptance the attached documents were delivered up to them. The teas, when they arrived in London, were warehoused with a dock company in the name of Suse & Sibeth, and as from time to time Mussett required parcels of the tea for delivery to purchasers to whom he had sold them, Suse & Sibeth gave him warrants, or delivery orders, for the quantity which he required, he giving them in exchange a cheque for the value of the tea comprised in the warrant or delivery order. The sums thus paid by him were carried to his credit in an account between him and Suse & Sibeth opened in their books in relation to the transactions under the letter of credit. He was also credited with the 2½ per cent. for pre-payment (as provided by the letter of credit), and was debited with the amounts of the bills of exchange, and with freight, and other charges which were paid by Suse & Sibeth. The cheques thus given by Mussett for the teas sold by him were paid by Suse & Sibeth to their current account with their bankers, and the proceeds were employed by them in the ordinary course of their business. On the 4th of October, 1883 (the acceptances not having then matured), Suse & Sibeth stopped payment, and on the 9th of October they filed a liquidation petition, under which a trustee was appointed. At the date of the stoppage some of the consignments of tea then remained *in specie*. Sentance and the bank which had discounted and held the bills claimed to have the teas which remained *in specie* at the date of the stoppage, and also the proceeds of the sale of the teas which had been previously sold, applied in paying the bills of exchange, on the ground that there had been a specific appropriation of the consignments to meet the bills. Mr. Registrar Pepys allowed the claim. The Court of Appeal (BAGGALLAY, COTTON, and LINDLEY, L.JJ.) held that the claim could not be supported by the bill-holders at all, and that it could be supported by Sentance only to the extent of the teas which remained *in specie* at the date of the stoppage. BAGGALLAY, L.J., said that, having regard to the particular provision in the letter of credit, that the bills of lading were to be surrendered to the acceptors of the bills of exchange on acceptance, and to the express statement in the bills of exchange that they were drawn under the letter of credit, the bill-holders could not be heard to assert any right as against the acceptors. COTTON, L.J., said that the case of *Frith* v. *Forbes* (11 W. R. 4, 4 De G. F. & J. 409), which had been relied on for the bill-holders, was decided on its special circumstances, and was no authority in the present case. *Baum* v. *Johnstone* (L. R. 5 H. L. 157) was more like the present case. The form of the bills of exchange gave the bill-holders no lien on the goods, and the letter of credit, which they saw, was conclusive against any such lien. So long as the bill of lading was attached to the bill of exchange the bill-holders had a lien on the goods. But the bill of lading was to be delivered up to the acceptor on acceptance of the bill of exchange, and that must mean delivered up free from the lien. LINDLEY, L.J., said it was for the bill-holders to make out that they had a lien on the goods; they would not have it simply because the bills were drawn against the teas. They must show that this lien had been transferred to them, and it was plain from the written documents that it had not. The bills of lading were, in the first instance, attached to the bills of exchange, and this was a very important circumstance; but the bargain was that they were to be given upon the acceptance of the bills of exchange. *Frith* v. *Forbes* was a very peculiar case, and the present case was, in principle, undistinguishable from *Robey & Co.* v. *Ollier* (20 W. R. 956, L. R. 7 Ch. 695).—COUNSEL, *Cohen*, Q.C., and *Sidney Woolf*; *R. Vaughan Williams*; *Pollard*. SOLICITORS, *Roberts & Barlow*; *Reynolds, Phillips, & Golding*; *Ambrose Parsons*.

QUEEN'S BENCH DIVISION.*

IN BANKRUPTCY.

(Before WILLS, J.)

Aug. 30.—*In re J. & H. Richards*; *Ex parte The Official Receiver.*

Bankruptcy—Trustee under deed of assignment for creditors—Expenses—Claim to lien on assets received—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), ss. 4 (sub-section 1), 43.

This case raised the question as to the rights of a trustee under a deed of assignment of the whole of the debtors' property for the benefit of creditors generally, where a petition had been presented against the debtors founded on the deed of assignment as an act of bankruptcy

* Reported by J. GERARD LAING, Esq., Barrister-at-Law.

(section 4, sub-section 1, of the Bankruptcy Act, 1883). Upon the petition, the usual receiving order was made.

The deed provided that the expenses of the trustee should be paid, in the first instance, out of assets in his hands.

Farnfield, the trustee under the deed, had made certain payments in carrying on the business, and, after such payments, there remained a sum of £10 4s. in his hands; this sum he claimed to retain against a larger sum—£21 12s. 9d.—due to him for work and labour done under the deed. The official receiver asked that the said sum of £10 4s. should be paid over to him, and, on Farnfield's refusal, he applied by motion to the court for an order that Farnfield should pay that sum; the official receiver, believing that the other payments in carrying on the business resulted in benefit to the estate, was willing to allow them, without prejudice to the question of principle whether he was legally bound to do so, and that point, therefore, was not argued.

Chalmers, for the official receiver.—The trustee under the deed acted with notice that it was an act of bankruptcy, and therefore he must prove in the ordinary way for any claim he may have. By section 43 of the Bankruptcy Act, 1883, the right of the trustee under the bankruptcy relates back to the date of the act of bankruptcy—that is, to the execution of the deed.

Dennis, for Farnfield, urged that, if the court decided against his client, nobody would be found to act as trustee under such deeds in future.

WILLS, J., held that the case was perfectly clear. The claim of Farnfield was for services rendered after notice of an act of bankruptcy, and therefore could not be maintained against the trustee, whose claim he held to have been established. He accordingly made an order for payment by Farnfield of the sum of £10 4s. to the trustee, and also the costs of this application.

Solicitors, *The Official Solicitor; E. B. Tattershall.*

Aug. 13.—*In re Moser; Ex parte The Trustee.*

Bankruptcy—Practice — Lease—Disclaimer — Terms — Removal of fixtures by trustee—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), s. 55, sub-section 3.

This case illustrated the change made by the new Act in the case of a trustee disclaiming a lease belonging to the bankrupt. It will be remembered that, under the former Act, there were several decisions that, where the trustee disclaimed, he had no right to remove fixtures. These decisions were founded on the words of section 23 of the Bankruptcy Act, 1869 (32 & 33 Vict. c. 71), which provided that, on the trustee disclaiming a lease, it should be deemed to have been surrendered on the date of adjudication. The Bankruptcy Act, 1883, s. 55, sub-section 3, provides that "a trustee shall not be entitled to disclaim a lease without the leave of the court, except in any cases which may be provided by general rules, and the court may, before or on granting such leave, require such notices to be given to persons interested, and impose such terms as a condition of granting leave, *and make such order with respect to fixtures*, tenant's improvements, and other matters arising out of the tenancy, as the court thinks just."

In this case the petition was presented on the 28th of May, 1884, and rent had been paid to Midsummer. The trustee had occupied the premises for the benefit of the estate, but sought now to disclaim.

Herbert Reed, for the trustee, asked for leave to disclaim; but, having regard to the section of the new Act set out above, he asked also for leave to remove the fixtures, and he made an offer to set off the value of the fixtures against the rent due.

The landlord, in person, after some discussion, said he was not in a position to say whether he would accept this offer.

WILLS, J.—Then I will make an order that, by consent, the trustee have leave to disclaim; the landlord, within two days, to elect whether he accepts the trustee's offer, and, in case of refusal, the trustee, within four days after refusal, to have liberty to remove the fixtures.

Solicitors, *Lindsay, Mason, Greenfield, & Mason.*

CASES OF THE WEEK.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—CONTRACT UNDERSTOOD IN DIFFERENT SENSES.—In a case of *Preston* v. *Luck*, before the Court of Appeal on the 8th inst., the question arose whether the fact that the two parties to a contract for sale understood the contract differently with regard to the subject-matter comprised in it is a reason for holding that there was no concluded contract, and, therefore, for refusing to enforce specific performance. The defendant L. was the owner of an English patent, and also of some foreign patents for the same invention, and he entered into a contract with the plaintiff, the specific performance of which the plaintiff claimed to enforce, the contract being contained in correspondence between the parties. The plaintiff alleged that the contract was to sell all the patents, and by his writ he claimed to enforce it in that sense, and he moved for an injunction to restrain the defendant L. till the trial from disposing of the patents, as he was threatening to do, to the defendant T. The defendant L. said that he only intended to contract to sell the English patent, and that there was, consequently, no binding agreement between him and the plaintiff. The plaintiff, on the hearing of the motion, said that he was willing to have the contract treated as a contract for the English patent only, and asked for leave to amend his writ accordingly. Kay, J., refused this application and dismissed the motion, on the ground that there was no concluded agreement between the parties. He was of opinion that, on the true construction of the letters, the agreement was clearly for the sale of the English patent only. But he said that, in order that there should be a contract, there must be a *consensus ad idem*, and there never was any such *consensus* in the present case. The plaintiff understood that the contract was for all the patents; the defendant with much more reason (for his lordship held that to be the true construction of the letters) understood that he was contracting to sell only the English patent. How was it possible for the plaintiff to say that there was a *consensus?* Suppose there was a contract to sell "all my field in the parish of A.," and the vendor had two fields in the parish, and the purchaser said, I meant both fields, and the vendor said, I meant one only, and the correspondence was in favour of the vendor's contention; could the purchaser bring an action for specific performance, and say, I insist on having both fields, but, if the court is of opinion that the contract means only one, I will insist on having that one? The difference was not a slight one in the present case, but it went to the greater part of the subject-matter, and it was impossible for the plaintiff, after indorsing his writ with a claim for all the patents, to fall back at the bar on the true construction of the agreement which, up to that time, he had utterly repudiated. This decision was reversed by the Court of Appeal (BAGGALLAY, COTTON, and LINDLEY, L.JJ.), who granted an injunction as to the English patent, the plaintiff undertaking to amend his writ so as to limit his claim to that patent. BAGGALLAY, L.J., said that, but that an experienced judge had held otherwise, he should have thought it a clear case for an injunction. There was a difference between the parties as to the subject-matter of the agreement, and Kay, J., thought that there was no *consensus* between them. With all respect to the learned judge, his lordship thought he was in error. The plaintiff had abandoned his claim to the foreign patents, and asked for an injunction on that footing only, and the proper course would be to allow the writ to be amended so as to limit the claim to the English patent, and to grant an injunction to restrain the defendants from parting with that patent. COTTON, L.J., was of the same opinion. This being an interlocutory application, the court had not now to decide the rights of the parties, but the plaintiff must show a *primâ facie* case. His lordship was of opinion that the letters contained an offer and an acceptance. The plaintiff said the contract was for the English and the foreign patents; the defendant said that he intended to sell only the English patent. When parties signed an agreement it must be construed according to its terms. It might be a defence to an action for the specific performance of a contract if the defendant did not intend that which the writing said. If the plaintiff showed that he had offered £500 for the English and the foreign patents, and the contract included only the English patent, specific performance could not be enforced as against him. But the fact that the plaintiff contended that the agreement included more than it really did did not prevent there being a concluded agreement. The plaintiff might have elected to have his action dismissed if he could not get both the English and the foreign patents, but the fact that he claimed too much did not establish that there was no contract. LINDLEY, L.J., said that the court must see that the plaintiff had a *locus standi*. If there was no agreement at all, he could not obtain an injunction. It appeared to his lordship that there was an agreement to assign the English patent to the plaintiff, and this would entitle him to an interlocutory injunction.—COUNSEL, *Graham Hastings*, Q.C., and *F. Thompson; Robinson*, Q.C., and *Lawson; W. Pearson*, Q.C., and *Ingpen*. SOLICITORS, *W. W. Wynne & Son; J. Henry Johnson; E. Kennedy.*

COMPANY—WINDING UP—EXAMINATION OF OFFICER OF COMPANY BY LIQUIDATOR—RIGHT OF CREDITOR TO ATTEND—COMPANIES ACT, 1862, S. 115—GENERAL ORDER, NOVEMBER, 1862, R. 60.—In a case of *In re The Norwich Equitable Fire Assurance Company*, before the Court of Appeal on the 8th inst., a question arose as to the right of a creditor of a company in liquidation to be present at the examination of a former officer of the company under an order obtained by the liquidator under section 115 of the Companies Act, 1862. The creditor, whose claim had not yet been admitted, had obtained an order giving him liberty to attend the proceedings in the matter at his own expense. The liquidator obtained an order, under section 115, for the examination of the late manager of the company, and when the liquidator was about to proceed with the examination, the creditor, who had had notice of the appointment, attended by counsel, and insisted that he had a right to be present at the examination. The chief clerk held that he was entitled to be present. Bacon, V.C. (32 W. R. 818, *ante*, p. 618), held that the creditor had no right to be present. His lordship said that the examination was only for the purpose of obtaining information which the liquidator might or might not afterwards make use of. The evidence thus taken could not be used against the creditor unless it was embodied in an affidavit, and then the creditor would have an opportunity of cross-examining. He had no more right to be present at the examination than at a consultation between the liquidator and his counsel or solicitor. The Court of Appeal (BAGGALLAY, COTTON, and LINDLEY, L.JJ.) affirmed the decision on the same grounds.—COUNSEL, *Hemming*, Q.C., and *Cababé; Marten*, Q.C., and *Seward Brice; Methold.* SOLICITORS, *E. W. & R. Oliver; Bozall & Bozall; Owles & Collinson.*

MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT. C. 75) S. 1, SUB-SECTION 2—CAUSE OF ACTION ACCRUED BEFORE ACT CAME INTO OPERATION.—On the 31st ult., in Court of Appeal No. 1, judgment was delivered in *Weldon* v. *Winslow*, upon the question whether a married woman who had brought an action for libel for assault was entitled to sue alone without joining her husband, the causes of action having accrued before the Married

Women's Property Act, 1882, came into operation. BRETT, M.R., said the question was whether, assuming that a jury would be justified in finding that she had been maliciously libelled and unjustifiably assaulted, Mrs. Weldon could bring an action in her own name without joining her husband. In his lordship's opinion she could. The cause of action was for personal injury. The husband could never have brought an action in his own name without joining his wife for injuries which she had personally suffered. At any time she might have sued alone, and the defendant could not have pleaded in bar, but only in abatement. That was an admission that she had what at that time was called a meritorious cause of action, and that the husband was only joined for conformity, and that no part of the cause of action was his. It was true that the husband had power to make the damages his by reducing them into possession, but he could do nothing with the matter before they were recovered. Therefore, the action was always really hers, subject to a right in the defendant to insist that the husband should be joined, but the damages were not the husband's until they were recovered. The effect of sub-section 2 of section 1 of the Married Women's Property Act, 1882, is that a married woman may bring an action of tort in her own name, and that the damages recovered are to be her separate property. The action in question was one of tort, and was brought after the statute came into effect. Therefore, the clear grammatical construction of the statute was that the plaintiff should be allowed to bring the action, in which her husband had no right, and that the damages which might be recovered would be her separate property. It was said that that would be to give the statute a retrospective effect, the cause of action having arisen before the passing of the Act, but the statute said nothing about the cause of action, but only about the mode of action. There was nothing in any other section to control sub-section 2, and by virtue of that sub-section alone the action was properly brought in the plaintiff's name, and if she recovered damages they would be her separate property. BOWEN, and FRY, L.JJ., concurred.—COUNSEL FOR APPELLANT, *Edward Clarke*, Q.C., and *C. H. Anderson*. Respondent in person.

SPECIAL POWER OF APPOINTMENT—EXERCISE—INTENTION—APPOINTMENT TO PERSONS NOT OBJECTS OF POWER—WILL—CONSTRUCTION—ELECTION.—In a case of *Swinburne* v. *Pitt*, before Pearson, J., on the 31st ult., a question arose as to the exercise by will of a special power of appointment. A testatrix had, under the will of a brother who had died before her, a life interest in certain real and personal estate devised and bequeathed by him to trustees, with a power of appointment by will among his nephews and nieces and the children or child of deceased nephews and nieces, and in default of appointment the property was to be divided equally between his nephews and nieces and the children or child of any deceased nephew or niece, such children or child taking their deceased parent's share *per stirpes* and not *per capita*. The testatrix by her will devised, appointed, and bequeathed all the real and personal estate of which she might be seised or possessed at the time of her death, or over which she might have any testamentary power of disposition, to trustees, upon trust for sale and conversion, and to stand possessed of the proceeds (referred to in the will as her "trust funds") upon trust, in the first place, to pay the costs incurred in the sale and conversion, and otherwise in relation to her real and personal estate and the administration thereof, and, in the next place, to pay all her debts and funeral expenses, and some pecuniary legacies to persons not objects of the power, and then upon trust as to one-fourth part of the trust funds to pay the same to some persons who were objects of the power; upon trust as to another one-fourth part of the trust funds to pay the same to some other persons who were objects of the power; and upon trust as to the other two one-fourth parts respectively of the trust funds to pay the same respectively to persons not objects of the power. And the testatrix declared that in case of the failure of any of the trusts thereinbefore declared of any of the one-fourth parts of her trust funds, the one-fourth part or so much thereof of which the trusts should fail should be held upon the trusts thereinbefore declared of the others or other of the fourth parts of which the trusts should not fail. The testatrix had no other testamentary power of appointment. PEARSON, J., held that the testatrix had manifested an intention to exercise the power of appointment, and that the appointment was good so far as it was confined the objects of the power—*i.e.*, as to a moiety. As to the other moiety, the gift "in case of the failure of any of the trusts thereinbefore declared" applied, and that moiety went in the same way as the first moiety. The whole was disposed of by the will, and no case of election arose.—COUNSEL, *Higgins*, Q.C., and *E. T. Holland*; *Cozens-Hardy*, Q.C., and *Seeley*; *Freeman*; *J. G. Wood*. SOLICITORS, *Thos. Bowker*; *Paterson, Son, & Garner*; *Hunt & Son*; *Harvey, Oliver, & Capron*.

ADMINISTRATION—DEFICIENT ESTATE—ABATEMENT OF ANNUITIES—APPORTIONMENT BETWEEN ANNUITANTS—DIRECTION TO PAY ANNUITY FREE OF DUTY—LEGATEE'S ACTION—COSTS OF PLAINTIFF.—In a case of *Wilkins* v. *Rotherham*, before Pearson, J., on the 8th inst., a question arose, on the further consideration of an administration action, as to the mode of apportionment of a deficient estate among annuitants, the estate not being sufficient to pay the annuities in full. The testator, after directing his executrix (the defendant) to pay his debts and funeral and testamentary expenses out of his personal estate, devised and bequeathed to the defendant all the residue of his personal estate, and all his real estate, absolutely, but subject, nevertheless, to, and charged with, the payment of an annuity of £150 to his wife, and an annuity of £100 to a stranger in blood. And he directed that the second annuity should be paid free from all Government duties, which should be paid out of his personal estate. After payment of the testator's debts and funeral and testamentary expenses, the estate was insufficient to pay the two annuities in full, and the question arose how the fund was to be divided between the two annuitants, having regard to the fact that no duty was payable in respect of the widow's annuity, and to the direction that the other annuity should be paid free of duty. It was contended on behalf of the widow that the direction to pay the legacy duty on the second annuity out of the testator's personal estate operated only as against the residuary legatee, and not as against the widow, and that, as there was no residue, the direction was inoperative, and the duty must be paid entirely out of whatever sum might be apportioned to the second annuitant. PEARSON, J., held, in accordance with the decision of James, V.C., in *Potts* v. *Smith* (17 W. R. 1083, L. R. 8 Eq. 683), that in each case the present value of the future payments of the annuity must be added to the arrears due, and that then the fund (after payment of costs) must be divided between the two annuitants in the proportions which the two amounts thus ascertained should bear to each other. The duty upon the sum thus apportioned to the second annuitant must be deducted from the whole fund, and the balance then divided in the same proportions between the two annuitants. The intention of the testator was, in his lordship's opinion, that each annuitant should receive that exact proportion of his estate which she would have received if the estate had been sufficient to pay the annuities in full, and the only way of carrying out this intention under the circumstances was to pay the duty on the second annuity before dividing the fund.

The question also arose whether the plaintiff (the widow), the estate being insufficient to pay the legacies in full, was, by analogy to the rule in creditors' administration actions, entitled to have her costs out of the fund as between solicitor and client. PEARSON, J., said that, having regard to the authorities, of which (*inter alia*) *Thomas* v. *Jones* (1 Dr. & Sm. 134) and *Wright* v. *Woods* (L. R. 26 Ch. D. 179) were cited, he thought it was the established rule of the court that in such a case the plaintiff was entitled to costs as between solicitor and client. He did not intend to depart from the rule, though he did not quite understand the principle of it.—COUNSEL, *W. W. Karslake*, Q.C., and *B. Horsburgh*; *Cookson*, Q.C., and *Rawlins*; *Dauney*. SOLICITORS, *W. G. Stuart*; *Bolton, Robbins, & Co.*; *Kingsford & Dorman*.

LESSOR AND LESSEE—LEASE OF LAND TOGETHER WITH CHATTELS AT ONE RENT—APPORTIONMENT OF RENT.—In the case of *Allen* v. *Frere*, before Chitty, J., on the 31st ult., it appeared that the tenant for life of settled estates, being plantations in Barbados, with leasing powers, who was also the owner of certain live and dead stock, executed a twenty-one years' lease of the settled land, and of his own chattels, reserving one entire rent unto the reversioner. The tenant for life died shortly after granting the lease, and the question arose whether any portion of the rent went to his executors, or whether the tenant in remainder was entitled to take the whole rent. CHITTY, J., said that the rent reserved was whole and indivisible, and that it was no longer, in the face of the authorities, open to him to take a different view. The most recent authority was *Marshall* v. *Scholfield* (31 W. R. 134), in which case the substance of the judgment was that the rent could not be divided, notwithstanding that in the instrument creating the rent part of the consideration was the use of the chattels. There was no equitable right on the part of the executors, who were the assigns of the chattels, to call upon the tenant in remainder to part with any portion of the rent which was annexed to the reversion; but the tenant in remainder was entitled by virtue of the lease to the whole rent.—COUNSEL, *Whitehorne*, Q.C., and *A. J. Allen*; *Macnaghten*, Q.C., and *D. Jones*. SOLICITORS, *Allen & Son*.

ADMINISTRATION ACTION—PLAINTIFF RESIDUARY LEGATEE—MORTGAGEE OF PLAINTIFF'S SHARE—COSTS.—In the case of *In re Goss, deceased, Nicholls* v. *King*, before Chitty, J., on the 5th and 9th inst., it appeared that the action was an ordinary administration action by a residuary legatee entitled to a fourteenth share. Pending the action the plaintiff mortgaged her whole share to secure a sum of £200. Her share came to £50. It was submitted by the mortgagee that he was entitled to his costs in priority to the plaintiff, and that there should be but one set of costs—viz., the costs of the plaintiff, which should be directed to be paid to the mortgagee (*Grosdy* v. *Lavender*, 11 Beav. 417); and that the question was one between the plaintiff and the plaintiff's mortgagee, and not between the plaintiff and the plaintiff's solicitor (*Pinkerton* v. *Easton*, 21 W. R. 943, L. R. 16 Eq. 490); to hold otherwise being to diminish the mortgagee's security. CHITTY, J., said that there should be but one set of costs allowed, and that the incumbrancer was entitled to be paid costs in the first place out of those costs. As regarded the balance after such payment it was always considered that they came out of the general fund, and were incurred for the benefit of all parties, including the incumbrancer as representing a residuary legatee. The incumbrancer had the benefit of the action, and it would be unfair to allow him to sweep up the whole costs. The order would be drawn by the registrar in the form as in *Higham* v. *Higham*, Seton, 4th ed., p. 869.—COUNSEL, *Romer*, Q.C.; *G. Henderson*; *Emden*. SOLICITORS, *Foss & Ledsam*.

COSTS—GUARDIAN AD LITEM.—In a case of *Bolton* v. *Bolton*, before PEARSON, J., on the 8th inst., a question arose as to the liability for costs of a guardian *ad litem* of an infant who had made an unsuccessful application to the court. PEARSON, J., took time to consult the books of practice, and then said that, so far as he could see, a guardian *ad litem* was just as responsible as any other defendant for doing that which he ought not to do. He must, therefore, be ordered personally to pay the costs of his unsuccessful application. But, under the circumstances of the case, time would be given to him to apply in chambers and to make out, if he could, a

case for being allowed the costs out of the infant's property.—COUNSEL, *Sir H. Giffard*, Q.C., *Everitt*, Q.C., and *Bunting*; *Cookson*, Q.C., and *De Castro*; *Higgins*, Q.C., and *Simmonds*; *Cozens-Hardy*, Q.C., and *D. Jones*. SOLICITORS, *Peace & Co.*; *A. C. Croning*; *Ruddell*; *Allen & Edwards*.

MARRIED WOMAN—SEPARATE USE—SEPARATE PROPERTY ACQUIRED AFTER CONTRACT—MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT. c. 75), s. 1, SUB-SECTIONS 1—5.—In the case of *Conolan* v. *Leyland*, before Chitty, J., on the 8th inst., a motion was made to enforce against the defendant, a married woman, an arbitrator's award made in January, 1884, in pursuance of a consent reference by order of April, 1883. It appeared that the cause of action was a contract entered into in 1882 by the defendant with the plaintiff, and that by the order of reference the defendant had agreed to pay the sum awarded by the arbitrator, and costs. It was submitted by the plaintiff that section 1, sub-section 4, of the Married Women's Property Act, 1882, was retrospective, and consequently that separate property acquired by the defendant subsequently to the date of the contract could be taken in execution. If this were not so, it was then submitted that the consent order was tantamount to a new contract. CHITTY, J., said that, in his opinion, section 1, sub-section 4, was not retrospective, for there were no words in it sufficiently strong to impose a new obligation on married women, and to take it out of the rule that a statute is prospective unless expressly stated to be retrospective. Moreover, section 1, sub-sections 1, 2, and 5, were clearly clauses referring to future capacity, and it would be strange if a retrospective clause was found amidst prospective clauses. He also held that sub-section 3 was prospective. With respect to the other point, the plaintiff was right in his contention, for, as was said in *Wentworth* v. *Bullen* (9 Barn. & Cress. 840, p. 850), the consent order was not less a contract because the command of the judge was superadded, and the view taken in that case was upheld in *Livesey* v. *Gilmore* (L. R. 1 C. P. 170, 15 W. R. Dig. 4). The order, therefore, was a new agreement by the married woman, and it could not be interpreted as an agreement qualified by the fact whether she had or had not separate estate at the time of entering into the original contract. Therefore any separate estate which she had at or after the date of the order was liable to be taken in execution of the judgment founded on the consent order.—COUNSEL, *Ince*, Q.C.; *McConkey*; *Romer*, Q.C. SOLICITORS, *W. W. Wynne*, for *Evans, Lockett, & Co.*, Liverpool; *F. W. Wynne*, for *Simpson & North*, Liverpool.

WILL—MARRIED WOMAN—MEANING OF GIFT FOR HER "SOLE USE."—In a case of *In re Fox*, *Dawes* v. *Druitt*, before Chitty, J., on the 11th inst., the testator, George Fox, by his will, dated February 18, 1873, gave to his executors all his substance upon trust as to one-fourth part thereof for his daughter, Fanny Sarah Fox, spinster, for her separate use, and as to one-fourth part for his daughter, Anna Charlotte Perry, *for her sole use* for her life, and after her decease for her children, if she should leave children, equally. The testator died on the 19th of November, 1878. The question arose whether the share given for the benefit of Mrs. Perry and her children was, during coverture, for her separate use. CHITTY, J., held, chiefly upon the authority of the observations made by Lord Cairns in *Massy* v. *Rowen* (L. R. 4 H. L. 288, at p. 301), that, though (as was decided in that case) the word "sole" has no technical meaning, and will not in itself imply a separate use, yet some meaning must be given to the word; and if from the rest of the will it could not be gathered that there was some other meaning to be given to it, the word must be taken to have been used in the same sense as the word "separate." In the present case he was unable to find any other meaning for the word; and, therefore, he held that the word implied a separate use to Mrs. Perry. This view was strengthened by the fact that the testator, in dealing with the share of the unmarried daughter, had made use of the proper word "separate." This was so far from affording any argument to show that he meant to draw a distinction between the words "separate" and "sole," that it seemed to afford an argument to the contrary. His lordship thought that the testator did not know that there was any difference between the words, and had used them indiscriminately.—COUNSEL, *Colt*; *Oswald*; *Hood*. SOLICITORS, *Peacock & Goddard*, for *R. D. Sharp*, Christchurch; *Lovell, Son, & Pitfield*, for *James Druitt, jun.*, Bournemouth; *Prideaux & Sons*.

PRACTICE—SOLICITOR AND CLIENT—MOTION TO ISSUE ATTACHMENT—DEBTORS ACT, 1869, s. 4, SUB-SECTION 4.—In a case before Chitty, J., on the 11th inst., a motion was made for leave to issue an attachment against a solicitor for disobedience to an order made in June for payment into court of a sum of money, and for delivery of a bill of costs in an action in which the respondent had been employed as the plaintiff's solicitor. It appeared that the respondent had entered into an agreement with the plaintiff to bring an action on her behalf on condition of retaining half the sum recovered. A sum of £200 with costs (£60) was recovered. The respondent forthwith paid £125 to the plaintiff, but paid no further sum, and alleged that he was without means. It was admitted by the respondent that the agreement being void for champerty, the plaintiff was entitled to the whole sum recovered; but it was submitted that the debt was an ordinary debt, and that the order to pay was not made against him in his capacity of solicitor, and therefore, that he was within the protection of the Debtors Act, 1869. CHITTY, J., said that it was true that on the form of the order the respondent was not ordered to pay the money as an officer of the court, but it was the constant practice of the court to allow the party making a motion like that before the court to show, when the motion was heard, that the case came within the exceptions to the Debtors' Act, 1869. It was not necessary, therefore, to express on the face of the order that the respondent had received the money as trustee, or in his character of solicitor or fiduciary capacity. The respondent was doubtless within section 4, sub-section 4, of the Act, as he had received the money in his character of an officer of the court which made the order. His lordship made a conditional order.—COUNSEL, *Onslow*; *Scarlett*. SOLICITORS, *Kime & Hammond*; *The Solicitor in Person*.

ELEMENTARY EDUCATION ACT, 1870 (33 & 34 VICT. c. 75), s. 19—COMPULSORY PURCHASE OF LANDS—EXCHANGE OF LANDS TAKEN—ULTRA VIRES.—In the case of *Rolls* v. *The School Board for London*, before Chitty, J., on the 11th inst., the question arose as to the power of the school board to devote to other than educational purposes land taken compulsorily under the Elementary Education Act, 1870. It appeared that the plaintiff, having been served by the defendants with notice to treat for his land, subsequently found that they had agreed to exchange a portion of the land included in the notice for other land belonging to an adjoining proprietor, thereby enabling such proprietor to make a road connecting two distinct portions of his estate, but securing to the board additional land and other advantages. The plaintiff complained that the agreement, if carried out, would deprive him of the advantage of himself making a bargain with the adjoining proprietor; and it appeared that negotiations between the two had been commenced, but had fallen through by reason of the arrangement with the school board. CHITTY, J., said that the sole question was whether or not the land taken from the plaintiff was *bond fide* taken within the words of the Elementary Education Act, 1870, s. 19, for the purpose of providing sufficient public school accommodation for their district. In dealing with the exercise of compulsory powers the courts were inclined to treat public bodies, such as municipal bodies and the like, with a greater degree of liberality than railway companies, the object of whose constitution was mere profit. In the case before him there seemed to be no doubt as to the propriety of the proceedings of the board up to the date of obtaining the necessary provisional order. The board had honestly desired to take the plaintiff's land for providing the requisite school accommodation, and had satisfied the Education Department, and obtained its sanction to the purchase. The plaintiff contended that the proposal for exchange was adopted before he received notice to treat, and the case would be decided on that assumption. There was no doubt in his lordship's mind that the proposed exchange was one which the Education Department would also sanction; and he was also of opinion that the department was in a position to decline to hear or entertain the views and wishes of the plaintiff. As the land taken from the plaintiff was used in an exchange which was advantageous to the board for making the schools, such land must fairly be said to be taken for the purposes specified in section 19 of the Act. If the board had no proposal of exchange before it at the time of the notice to treat, no question could have arisen, for there was no reason why the board should not part with land which it had fairly acquired, provided that the transaction was shown to be advantageous. The exchange, no doubt, was incidentally disadvantageous to the plaintiff, as it deprived him of all opportunity of making a profitable bargain. But such loss was no cause of action, and was merely *damnum absque injurid*. The motion must be refused.—COUNSEL, *Macnaghten*, Q.C., and *Renshaw*; *Romer*, Q.C., and *P. V. Smith*. SOLICITORS, *Markby, Wilde, & Burra*; *Gedge, Kirby, & Millett*.

SETTLED LAND ACT, 1882, s. 2—"SETTLEMENT"—DEFINITION—DERIVATIVE SETTLEMENT—TRUSTEES—APPOINTMENT.—In a case of *In re Knowles' Settled Estates*, before Pearson, J., on the 12th inst., a question arose as to the meaning of the word "settlement" in the Settled Land Act, 1882. Section 2 provides, by sub-section 1, that "any deed, will, agreement for a settlement, or other agreement, covenant to surrender, copy of court roll, Act of Parliament, or other instrument, or any number of instruments, whether made or passed before or after or partly before and partly after the commencement of this Act, under or by virtue of which instrument or instruments any land, or any estate or interest in land, stands for the time being limited to or in trust for any persons by way of succession, creates or is for the purposes of this Act a settlement, and is in this Act referred to as a settlement, or as the settlement as the case requires." By a post-nuptial settlement, executed in April, 1837, land was vested in trustees in fee upon trust to pay the rents to a wife during her life, for her sole and separate use, and after her death upon trust for the child and children of the husband and wife, or any one or more of them exclusively of the other or others, as the husband should by deed or will appoint. On the 9th of October, 1865, the husband appointed that the property should, after the death of the wife, be held in trust for a daughter of the marriage, and the next day, in contemplation of the marriage of the daughter, the property was vested in other trustees in certain trusts for the benefit of the daughter, her intended husband, and the issue of the intended marriage, with an ultimate trust for the daughter in fee. The marriage of the daughter took place shortly afterwards. A summons under the Settled Land Act was taken out by the mother, as tenant for life of the original settlement, asking (*inter alia*) for the appointment of trustees for the purposes of the settlement. The existing trustees of the original settlement were J. J. and A., the latter being the solicitor to the tenant for life. It was proposed to appoint J. and H., who was his brother, trustees for the purposes of the Act. The summons was entitled in the matter of the Act, and also in the matter of the original settlement, but it was not entitled in the matter of the derivative settlement, and it was served only on the trustees of the original settlement. PEARSON, J., held that the summons was properly entitled, and that service on the trustees of the original settlement was sufficient. He said that the original settlement was, in itself, a complete

settlement of the property, and it was the settlement under the Act, and the court had nothing to do with derivative settlements. But his lordship said that he objected to appoint two relatives as trustees. There must be two independent trustees.

[This decision is of some importance because Messrs. Wolstenholme and Turner, in the second edition of their book on the Settled Land Act, says (p. 10), "The effect of the definition in this Act appears to be that all the instruments engrafted on the settlement of a given interest must be taken as forming part of one settlement. Thus a disentail and re-settlement of a remainder in tail would form, with the original settlement, one settlement."]—Counsel, *P. S. Gregory*. Solicitors, *Hanbury, Hutton, & Whitting*.

Sale of Real Estate by Trustees—Covenants for Title by Tenant for Life—Conditions of Sale.—In the case of *In re Sawyer and Baring's Contract*, before Kay, J., on the 11th inst., a question arose as to the right of a purchaser under a power of sale to require the equitable tenant for life of land to enter into the usual limited covenants for title. The lands in question were sold by trustees under a power of sale at the request of the equitable tenant for life. One of the conditions of sale was that the vendors, being trustees, were to be required to give only the statutory covenant against incumbrances implied by reason of their being expressed to convey as trustees. It was contended that, though the case was different with a legal tenant for life, the equitable tenant for life would not be required to enter into covenants for title. Kay, J., held that a purchaser of lands can require an equitable tenant for life to enter into covenants for title unless he is deprived of this right by express agreement. The general rule was quite plain. In this case the condition of sale said nothing about the tenant for life, and only stipulated as to the trustees' covenant. The purchaser was, therefore, entitled to have covenants from the equitable tenant for life.—Counsel, *E. W. Byrne; Gregory*. Solicitors, *D. W. Stable; Paterson, Snow, Bloxam, & Kinder*.

SOLICITORS' CASES.

High Court of Justice.—Queen's Bench Division.

(Before Hawkins and A. L. Smith, JJ.)

Aug. 5.—*In the Matter of Phipps, a Solicitor.*

This was the case of a solicitor on an application against him on the part of the Incorporated Law Society under these circumstances, as appeared by the affidavits. As long ago as 1880 the agents for an estate which was to be invested on mortgage securities had recourse to a firm of Dodge & Phipps, of Liverpool, to select the securities, and on the 24th of December, 1881, Dodge & Phipps wrote to them as to a sum of £1,800:—"We have arranged for a mortgage to William Morris. Let us have cheque." And a cheque for £1,800 was accordingly sent "to advance on mortgage." Interest was paid upon it thenceforth by Dodge & Phipps, in the name of Morris, and the agents supposed that a mortgage had been effected. But, in fact, there had been no investment, the mortgage to Morris fell through; some other was spoken of by Phipps, but he did not communicate with the agents about it, and, in fact, there was no investment, and in November, 1883, the firm of Dodge & Phipps were adjudicated bankrupts. This led to inquiries and the promise of another security; but no information had been given to the agents as to any substituted security, and, in the meantime, Dodge had withdrawn himself, it was said, to America. The money was paid into the bank of the firm, mixed with their own moneys, and the payments of interest appeared in their books. In June an application was made to the court, at the instance of the Incorporated Law Society, as regarded Dodge, who had absconded. He was struck off the rolls, while as to Phipps the case was referred to the master for inquiry, and he now made his report, from which it appeared that Dodge was the partner who personally attended to the business, and the master did not state that Phipps had actual knowledge of the matter, the master setting forth the facts and leaving the court to draw their own inferences.

Sir F. Herschell, S.G., on behalf of Phipps, urged that, though no doubt he was to blame in the matter for want of due care, yet his partner Dodge was the really culpable party, and that Phipps had no knowledge of what had been done in the matter.

Hollams (with him *R. T. Reid*, Q.C.), for the Incorporated Law Society, urged that it was hardly possible that during the long period which had elapsed between the receipt of the money and the bankruptcy Phipps could have been ignorant that there was no investment, and that, nevertheless, interest was paid, which he must have known of.

Sir F. Herschell denied this. No doubt Phipps had access to the books, but there were hundreds of entries in them.

Master Brewer read from his report:—"I did not know that interest was paid. I had access to the books; I ought to have seen the entries, but I do not recollect having seen them."

Hollams said that, as the money was in the bank of the firm mixed with their own moneys, Phipps must have known of it unless he was so careless of the affairs of his firm as not to know their assets.

The learned judges conferred together for a short time, and then

Hawkins, J., proceeded to give judgment. It was beyond a doubt, he said, that the business was almost entirely conducted by Dodge. The application for a mortgage, however, was made by Morris to Phipps, and Phipps himself wrote to the agent that "a mortgage had been arranged" to Morris, and asked that the cheque might be sent as it was. When received, it was handed over to the cashier of Dodge & Phipps, by whom it was cashed, and the proceeds paid into their bank. From that time to the bankruptcy interest was paid upon it just as if it had been invested on mortgage, and it was not until the bankruptcy that the trustees found it had not been invested. It certainly was not proved that Phipps knew of this, and if it rested only on the fact that the entries were in the books, the case against him might not have been sufficient. But there were other matters in the case. The money was received by Phipps expressly to be invested on mortgage, and on a particular mortgage, and if the mortgage contemplated had fallen through he ought to have informed the trustees of it, and given them the option of having the money back or taking another mortgage. But that was not done. There was something said by Phipps about a substituted security, but nothing was said to the agents about it, and the money was retained and interest was paid upon it as if it had been invested. He gave Phipps credit for having originally intended an investment, but it was a matter of grave suspicion that he had never informed the agents that there was no investment. Such was the case which Mr. Phipps had to answer, and his answer was not satisfactory. Still, though there had been grave misconduct on his part, there had not been such proof of his knowledge of the payment of interest as to require that he be struck off the roll, or that he should be suspended for more than one year.

A. L. Smith, J., concurred. It was certainly, he said, the fact that the money was received by Phipps for his firm for a particular investment. He had it in his possession. It was paid into the bank of the firm, and it was retained without any information to the parties who had paid it. Still, it appeared that the other partner, Dodge, had the management of the business, and it was not proved that Phipps had himself been guilty of any active participation in the fraud, though he had been certainly very blameable for carelessness; and, therefore, he agreed that it would be sufficient to suspend him for a year.—*Times*.

(Before Lord Coleridge, C.J., and Field, J.)

Aug. 30.—*In the Matter of a Solicitor.**

R. T. Reid, Q.C., moved, at the instance of the Incorporated Law Society, that a solicitor (whose name was not mentioned in court) should be called upon to answer affidavits, or in default be struck off the rolls. The solicitor, who resides in London, while acting as agent to a solicitor in Guernsey, received a sum of £12 8s. 9d. to hand to his client. He admitted this to his client; but the latter being unable to obtain the amount from him, sued him in the Mayor's Court. This action the solicitor defended, and the client sustained a further loss of £10 15s. 8d. in bringing the action; the wife of the solicitor meanwhile writing to the client that it was of no use continuing the action, since all the property belonged to her, and there would be nothing for him to levy on.

Daniel, for the solicitor, urged that he was seventy-six years of age, and that at the time he detained his client's money he was suffering great distress from the illness of his daughter, who had since died.

The Court, taking a merciful view of the matter on account of the great age of the solicitor, ordered him to pay the several sums of £12 8s. 9d. and £10 15s. 8d. to the client within one month, otherwise to be imprisoned.

Court of Appeal.

(Before Brett, M.R., and Bowen and Fry, L.JJ.)

Aug. 5.—*In re Edward Lewis.*

This was an appeal by Edward Lewis against an order made by a divisional court, consisting of Stephen and Mathew, JJ., for his committal to prison for illegally acting as a solicitor. When the case was called on to-day,

Brett, M.R., said the appeal would not be heard unless Lewis were present in court.

Herbert Reed said that he appeared for him, and could only say that he had been in court a few minutes before. Apparently he had gone out, and he might add that, according to his instructions, he (Lewis) was suffering from a complication of disorders.

Brett, M.R., said that in Lewis's absence his appeal would be dismissed, and he would then be liable to be arrested at any moment.

Reed having said that, under the circumstances, he had no option but to withdraw from the case,

Brett, M.R., after having had the tipstaff summoned, told him to seek out Lewis at once and take him into custody, and the tipstaff immediately left the court for the purpose.—*Times*.

Aug. 7.—*In re Cockayne.*

This was an appeal by Mr. Yeatman, a barrister on the Midland Circuit, from a refusal by Mr. Justice Stephen and Mr. Justice Mathew to strike Mr. Cockayne, a solicitor, off the rolls. It appeared that Mr. Yeatman had been employed by Mr. Cockayne in a number of different matters, and that fees to the amount of 100 guineas were due in respect of them. Mr. Yeatman alleged that in several cases Mr. Cockayne had received the fees from his clients, and had failed to pay them over. This was denied by Mr. Cockayne, who, moreover, asserted that there was an agreement between him and Mr. Yeatman to the effect that the latter was to have any business that Mr. Cockayne could give him, but was only to be paid the fees when Mr. Cockayne himself obtained them. This agreement Mr. Yeatman denied.

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* Reported by Sir Sherston Baker, Bart., Barrister-at-Law.

Yeatman argued in support of the appeal; *Buszard*, Q.C., and *Garrett*, appeared for Mr. Cockayne.

BRETT, M.R., said that the appeal must be dismissed. The case was full of lamentable disclosures. He had always stood up for the observance of the most scrupulous honour in the profession. One of the first rules had always been that a counsel's fee was not a debt. Every barrister knew that rule, and ought not by any legal proceeding to press for his fee. The old rule was that no barrister should take a brief unless the fee was paid at the time. If, however, he did so, he had nothing but the solicitor's honour to look to. He had no right to apply to the client in any way. The duty of a solicitor was reciprocal; he should mark a proper fee, and should under any circumstances pay it. He knew that he was under an honourable engagement, and if he made excuses for not paying counsel's fees he acted unprofessionally. It followed that any agreement as to fees was wholly unprofessional and was equally dishonourable to both parties. It was not, however, necessary to decide whether or not there had been such an agreement in the present case. The question was whether Mr. Yeatman had made out a sufficient case. The court would never interfere in respect of the mere non-payment of fees, though in cases of fraud they would do so—as, for instance, where a solicitor obtained fees from his clients upon the allegation that they were due to counsel. That was to punish the fraud, not to assist the barrister to recover his fees. Mr. Yeatman had shown no case which would justify the court in striking Mr. Cockayne off the rolls. There was no proof that he had received fees which he had corruptly refused to pay over. There was no proof of a corrupt intention, although for a time Mr. Cockayne claimed to retain certain fees in order to set them off against a claim of his own against Mr. Yeatman. There was no power to do that, but that only showed that Mr. Cockayne had taken a mistaken view. That was not dishonourable. The whole attempt to obtain these fees was a breach of the regulations between a barrister, the public, and the profession.

BOWEN and FRY, L.JJ. gave judgment to the same effect.—*Times*.

COUNTY COURTS.

NORTHLEACH.

(Before Judge SUMNER.)

Aug. 8.—*Smith* v. *Acock*.

Agricultural Holdings (England) Act, 1883, ss. 5, 10, 17, 23, 62—Agricultural Holdings (England) Act, 1875—Appointment of umpire—Improvements, to which Act of 1875 applies, executed partly before and partly after commencement of Act of 1883—Notice of claim for them under Act of 1883—Non-allowance of compensation claimed in landlord's counter-claim.

This was an appeal from an award made by an umpire under the Agricultural Holdings (England) Act, 1883.

The respondent, Arthur Acock, had for several years occupied as tenant from year to year a farm belonging to the appellant, A. H. Smith, and the tenancy was duly determined by notice to quit, expiring on the 25th of March, 1884. No notice or agreement had been given or made excluding the holding from the operation of the Agricultural Holdings (England) Act, 1875. On the 21st of January, 1884, the tenant gave written notice to the landlord in the following terms:—

"I hereby give you notice that it is my intention, on the expiration of my tenancy of your farm and lands at Cold Aston, in the county of Gloucester, to claim compensation, under the Agricultural Holdings (England) Act, 1883, in respect of the application to the lands of purchased artificial, or other purchased, manures, and of the consumption on the holding by cattle, sheep, or pigs of cake, or other feeding stuffs, not produced on the holding, as specified below:—

	£	s.	d.
"Cake, &c., from Lady-day, 1882, to Lady-day, 1883 .	44	17	6
"Cake, &c., from Lady-day, 1883, to Lady-day, 1884 .	102	9	0."

The landlord, on the 27th of March, 1884, gave a counter-notice claiming, under the Act of 1875 and the Act of 1883, "whichever might be applicable," compensation from the tenant, to the amount of £264, for dilapidations, waste, and breach of agreement in not cultivating according to the custom of the country, and good husbandry. The counter-notice specified nine matters for which compensation was claimed. The tenant duly appointed a referee on the 18th of April, and the landlord appointed his referee on the 19th of April, and at the same time gave notice that he desired to have an umpire appointed by the Land Commissioners for England. The referees entered upon the reference on the 2nd of May, and finally differed on the 14th of May. The tenant then applied to the Land Commissioners to appoint an umpire, the landlord having neglected to do so, and an umpire was appointed by them on the 31st of May, and duly made his award on the 24th of June. By his award, he awarded to the tenant nothing in respect of his claim for cake, &c., consumed between Lady-day, 1882, and Lady-day, 1883, but he awarded him £34 3s. in respect of cake, &c., consumed between Lady-day, 1883, and Lady-day, 1884. He also dealt specifically with all the items of the landlord's claim, and awarded him nothing in respect of any of them. The award purported to be made under the Act of 1883. The landlord appealed.

The appellant, Mr. *A. H. Smith* (solicitor), appeared in person.

Brooke Little appeared for the respondent.

The appellant contended that the award was invalid—(1) because the umpire was appointed after the referees had entered on the reference; (2) because the respondent, in his notice of claim, claimed compensation under the Act of 1883, instead of under the Act of 1875, and the Act of 1883 did not apply to the holding; (3) because the umpire had disallowed certain items of the landlord's claim which he offered to prove in evidence should have been allowed.

His HONOUR gave judgment to the following effect:—The appellant contends that the award is invalid because the umpire was appointed after the referees had entered on the reference, and relies upon section 9, sub-section 7, of the Act of 1883, in support of that contention. But that sub-section only applies where the umpire is appointed by the referees themselves. When the umpire is appointed by the Land Commissioners or by the county court, section 10 applies, and there is nothing in that section which renders it necessary that the umpire should be appointed by either of those bodies before the referees enter upon the reference. I therefore overrule this objection.

The second ground of appeal is more formidable. By section 62 of the Act of 1883, which repeals the Agricultural Holdings Act, 1875, it is expressly provided that such repeal shall not affect any right to compensation in respect of improvements to which the Act of 1875 applies, and which were executed before the commencement of the Act of 1883, or after such commencement if made under a contract of tenancy current at the commencement of the Act. The improvements for which compensation is claimed by the respondent are such as the Act of 1875 applies to, and were executed partly before and partly after the commencement of the Act of 1883, under a contract of tenancy current at the commencement of the Act. It is clear, therefore, that the respondent might have claimed compensation under the Act of 1875. But he has given notice of a claim under the Act of 1883; and as by section 7 of the Act of 1883 the notice of claim must be given two months before the determination of the tenancy, he cannot now give a fresh notice. If the notice of claim is bad the award is invalid, as the umpire had no jurisdiction to award the tenant anything. But after hearing Mr. Brooke Little's argument on this point, I have come to the conclusion that the notice of claim is sufficient, and that the umpire had power to award the tenant something. By section 5 of the Act of 1883, where, in the case of a tenancy current at the commencement of the Act, any agreement in writing, or custom, or the Act of 1875, provides specific compensation for any improvement comprised in the 1st schedule, compensation in respect of such improvement shall be payable in pursuance of such agreement, custom, or Act, and shall be deemed to be substituted for compensation under this Act. By section 17, "In any case provided for by sections 3, 4, or 5, if compensation is claimed under this Act, such compensation as under any of those sections is to be deemed to be substituted for compensation under this Act, if and so far as the same can, consistently with the terms of the agreement, if any, be ascertained by the referees or the umpire, shall be awarded in respect of any improvements thereby provided for." In this case there is no agreement or custom, but the tenancy was a current tenancy at the commencement of the Act of 1883, and the Act of 1875 provides specific compensation for the matters in respect of which the respondent has made a claim, and which are comprised in the 1st schedule of the Act of 1883. The compensation so provided is, therefore, to be deemed to be substituted for compensation under this Act, and as compensation has been claimed under the Act of 1883, the umpire is empowered by section 17 to award this substituted compensation. But such compensation is, nevertheless, payable in pursuance of the Act of 1875—that is to say, the rules laid down in sections 13, 14, and 15 of the Act of 1875, regulating the scale of compensation, must be applied. Upon the evidence of the umpire himself, who has been called as a witness, no consideration was given to section 15 of that Act, which provides that there shall not be taken into account any larger outlay by the tenant on cake, &c., during the last year of his tenancy than the average amount of his outlay for like purposes during the three next preceding years of his tenancy. The amount awarded to the tenant has not, therefore, been arrived at upon correct principles; in other words, the umpire has not, in this part of his award, correctly applied the special provision of section 5, and I shall remit so much of the case as relates to the tenant's compensation to him to be reheard, in order that he may take evidence that will satisfy the requirements of section 15 of the Act of 1875.

As to the third ground of appeal, the appellant has tendered evidence to show that the umpire has been mistaken in not allowing him certain items of compensation claimed in his counter-notice, and, in reply to the objection that this is not one of the grounds of appeal specified in section 23, contends that it falls within sub-section 4 of that section: "That compensation has not been awarded for improvements, acts, or things, breaches of covenants or agreements, or for committing or permitting waste, in respect of which the party claiming was entitled to compensation." But here the umpire has dealt with all the appellant's items of claim *seriatim*, and decided upon them as matters of fact, and I am of opinion that his refusal to award any compensation on the ground that the appellant is not entitled to it as a matter of fact does not fall within section 23, sub-section 4, as a ground of appeal. That sub-section, I think, only applies where some claim has not been entertained at all, either on legal grounds or by inadvertence. I therefore dismiss the appeal so far as it relates to landlord's counter-claim; but as I have remitted the case relating to the tenant's claim to be reheard by the umpire, and as the appellant was obliged to come to this court for that purpose, I shall give him the costs of this appeal.

Appellant, *A. H. Smith*, in person.

Solicitors for the respondent, *Mullings & Ellett*, Cirencester.

LEGAL APPOINTMENTS.

Mr. Freeland Filliter, solicitor, of Wareham and Swanage, has been elected President of the Dorsetshire Law Society. Mr. Filliter is recorder of the borough of Wareham, registrar of the Wareham County Court, and clerk to the Commissioners of Taxes. He was admitted a solicitor in 1835, and he is in partnership with his son, Mr. George Clavell Filliter, who is town clerk of Wareham.

Mr. Hier Jacob, solicitor (of the firm of Jacob & Taylor), of Cardiff and Abergavenny, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Frederick Marshall has been appointed a Revising Barrister. Mr. Marshall was called to the bar at the Inner Temple in Michaelmas Term, 1870. He practises on the North Wales and Chester Circuit.

Sir Thomas Erskine May, K.C.B., chief clerk of the House of Commons, who has been sworn in as a member of the Privy Council, was born in 1815. He was educated at Bedford School, and was called to the bar at the Middle Temple in Easter Term, 1838. He was appointed Examiner of Petitions for Private Bills in 1846, Taxing Master to the House of Commons in 1847, Clerk Assistant in 1856, and Clerk of the House of Commons in 1871. He was created a Civil Companion of the Order of the Bath in 1860, and a Knight Commander of the same order in 1866. Sir T. E. May is a bencher of the Middle Temple.

Mr. Justice Wills has received the honour of Knighthood.

Mr. Claude Leatham, solicitor, of Wakefield and Pontefract, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

DISSOLUTION OF PARTNERSHIP.

Edward Mallard and William John Corbett, solicitors, Birmingham (Mallard & Corbett). July 30. [*Gazette*, Aug. 8.]

NEW ORDERS, &c.

HOUSE OF LORDS STANDING ORDERS.

On the 12th inst., on the motion of the Lord Chancellor, Standing Order No. VIII., applicable to appeals, was vacated, and the following order was made a Standing Order in lieu thereof:—"Ordered that, in the event of abatement by death or defect through bankruptcy, an appeal shall not stand dismissed for default under Standing Orders Nos. III., IV., V., provided that notice of such abatement or defect be given by letter addressed to the Clerk of the Parliaments, and lodged in the Judicial Office prior to the expiration of the period limited by the Standing Order under which the appeal would otherwise have stood dismissed. Ordered that all appeals marked on the cause list of the House as abated or defective shall stand dismissed, unless within three months from the date of the notice to the Clerk of the Parliaments of abatement or defect, if the House be then sitting, or, if not, then not later than the third sitting day of the next ensuing sittings of the House, a petition shall be presented to the House for reviving the appeal or for rendering the same effective. Ordered that where any party or parties to an appeal shall die pending the same, subsequently to the printed cases having been lodged, and the appeal shall be revived against his or her representative or representatives as the person or persons standing in the place of the person or persons so dying as aforesaid, a supplemental case shall be lodged by the party or parties so reviving the same respectively, stating the order or orders respectively made by the House in such case. The like rule shall be observed by the appellant and respondent respectively where any person or persons shall, by leave of the House, upon petition or otherwise, be added as a party or parties to the said appeal after the printed cases in such appeal shall have been lodged."

COUNTY COURT JUDGES.

Whitehall, Aug. 7.—The Queen has been pleased by the following warrant, under her Royal Sign Manual, to grant Rank and Precedence to County Court Judges of England and Wales:—

Victoria R.

Victoria, by the Grace of God of the United Kingdom of Great Britain and Ireland Queen, Defender of the Faith:

To Our right trusty and right entirely beloved Cousin Henry, Duke of Norfolk, Earl Marshall, and Our Hereditary Marshal of England; Greeting.

Whereas We taking into Our Royal consideration that the Rank and Precedence of the Judges of County Courts in England and Wales have not been declared or defined by due authority, We deem it therefore expedient that the same should be henceforth established and defined:

Know ye, therefore, that in the exercise of Our Royal Prerogative, We do hereby declare Our Royal will and pleasure that in all times hereafter the Judges of County Courts in England and Wales shall be called, known, and addressed by the style and title of "His Honour" prefixed to the word "Judge" before their respective names, and shall have Rank and Precedence next after Knights Bachelors:

Our will and pleasure further is that you Henry, Duke of Norfolk, to whom the cognizance of matters of this nature doth properly belong, do see this Our Order observed and kept, and that you do cause the same to be recorded in Our College of Arms to the end that Our Officers of Arms and all others upon occasion may take full notice and have knowledge thereof.

Given at Our Court at Saint James's, the fourth day of August, 1884, in the 48th year of Our Reign.

By Her Majesty's Command,

W. V. Harcourt.

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

July 31.—*Bills Read a Second Time.*

Turnpike Acts Continuance.
Public Works Loans.
Metropolitan Board of Works (Money).
Municipal Elections (Corrupt and Illegal Practices).
Prisons.

Bills Read a Third Time.

Private Bills.—Lea-bridge, Leyton, and Walthamstow Tramways (Extensions); London and South-Western Railway.
Yorkshire Registries.
Naval and Greenwich Hospital Pensions.

Aug. 1.—*Bills Read a Second Time.*

Expiring Laws Continuance.
Metropolitan Asylums Board (Borrowing Powers).

Bills in Committee.

Turnpike Acts Continuance.
Public Works Loans.
Metropolitan Board of Works (Money).

Bills Read a Third Time.

Private Bill.—Porthdinlleyn Railway.
Diseases (Animals) Amendment Act, 1878 (Districts).

Aug. 4.—*Bills Read a Second Time.*

Chartered Companies.
Infants.
Military Pensions and Yeomanry Pay.

Bill in Committee.

Expiring Laws Continuance.

Bills Read a Third Time.

Private Bills.—London and South-Western and Metropolitan District Railway Companies; Milford Docks (Junction Railway).
Public Works Loans.
Metropolitan Board of Works (Money).

Aug. 5.—*Bills Read a Second Time.*

Private Bill.—Hull, Barnsley, and West Riding Junction Railway and Dock (Money).
Criminal Lunatics.
Prosecution of Offences.
Superannuation.

Bills in Committee.

Municipal Elections (Corrupt and Illegal Practices).
Metropolitan Asylums Board (Borrowing Powers).
Military Pensions and Yeomanry Pay.
Chartered Companies.

Bills Read a Third Time.

Private Bills.—Easton and Church Hope Railway; Medina (Isle of Wight) Subway.
Expiring Laws Continuance.
Prisons.
Turnpike Acts Continuance.

Aug. 7.—*Royal Assent.*

The Royal assent was given by Commission to the following Bills:—Sheriff Court-houses (Scotland) Amendment; Building Societies; Naval Pensions; National School Teachers' Amendment (Ireland); Summary Jurisdiction; Oyster Cultivation (Ireland); Contagious Diseases (Animals); Transfer of Parts of Districts; Naval Enlistment; Public Works Loans; Metropolitan Board of Works (Money); Prison Bill; Annual Turnpike Acts Continuance; Expiring Laws Continuance; Yorkshire Registries; Strensall Common; Belfast Water; Coventry and District Tramways; Bishop's Castle and Montgomery Railway; Cardiff Corporation; Metropolitan Board of Works (Various Powers); Blackpool Railway; Metropolitan Railway (Hendon Extension); Liverpool, Southport, and Preston Junction Railway; Mersey Railway; Metropolitan Board of Works (Bridges); Metropolitan District Railway; West Lancashire Railway (Preston Docks Extension); Plymouth, Devonport, and South-Western Junction Railway; York Extension and Improvement; Leominster and Bromyard Railway; Chatham and Brompton Tramways; Great Western Railway (No. 1); North Pembrokeshire and Fishguard Railway; Folkestone Pier and Lift; Llandrindod Wells Water; Chester Improvement; Plymouth, Devonport, and District Tramways; Edinburgh Northern Tramways; Halifax High Level and North and South Junction Railway; Poulnasherry Reclamation; Lea Bridge, Leyton, and Walthamstow Tramways (Extension); Rotherham and Bawtry Railway; Tendring Hundred Waterworks; South-Western Railway; Porthdinlleyn Railway; West Gloucestershire Water; and Winwick Rectory.

Bills Read a Second Time.

Revenue, &c.

Bills in Committee.

Prosecution of Offences.
Criminal Lunatics.
Superannuation.

Bills Read a Third Time.

Metropolitan Asylums Board (Borrowing Powers).
Military Pensions and Yeomanry Pay.
Chartered Companies.
Canal Boats Act (1877) Amendment.

Aug. 8.—*Bill Read a Second Time.*

Cholera, &c., Protection.

Bill in Committee.

Revenue, &c.

Bills Read a Third Time.

PRIVATE BILL.—Hull, Barnsley, and West Riding Junction Railway and Dock (Money).
Municipal Elections (Corrupt and Illegal Practices).
Prosecution of Offenders.
Superannuation.
Criminal Lunatics.

Aug. 11.—*Bill Read a Second Time.*

Disused Burial Grounds.

Bill in Committee.

Cholera, &c., Protection.

Bill Read a Third Time.

Revenue, &c.

Aug. 12.—*Bills Read a Second Time.*

Corrupt Practices (Suspension of Elections).
Public Health (Members and Officers) (also read a third time).

Bills Read a Third Time.

Disused Burial Grounds.
Cholera, &c., Protection.

HOUSE OF COMMONS.

July 31.—*Bills Read a Third Time.*

PRIVATE BILLS.—Chester Improvement; Folkestone Pier and Lift; Golden Valley Railway (Hay Extension); Llandrindod Wells Water.

Aug. 1.—*Bill in Committee.*

Supreme Court of Judicature Act Amendment.

Bills Read a Third Time.

PRIVATE BILLS.—Plymouth, Devonport, and District Tramways; Brighton Improvement.
Revenue, &c.

Aug. 4.—*Bill Read a Second Time.*

Corrupt Practices (Suspension of Elections).

Bills Read a Third Time.

PRIVATE BILLS.—Rotherham and Bawtry Railway; Tendring Hundred Water.
Supreme Court of Judicature Act Amendment.

Aug 5.—*Bills Read a Third Time.*

PRIVATE BILLS.—London and South-Western Railway; Porthdinlleyn Railway West Gloucestershire Water.

Aug. 6.—*Bill Read a Third Time.*

PRIVATE BILL.—Golden Valley Railway (Hay Extension).

Aug. 7.—*Bills in Committee.*

Corrupt Practices (Suspension of Elections).
Disused Burial Grounds (also read a third time).

Aug. 8.—*Bills Read a Second Time.*

Matrimonial Causes.
New Parishes Acts and Church Building Acts Amendment.
Improvement of Lands (Ecclesiastical Benefices).
Post Office Protection.
Bishopric of Bristol.

Bill in Committee.

Intestates' Estates (also read a third time).

Bills Read a Third Time.

PRIVATE BILLS.—Brighton Improvement; Easton and Church Hope Railway; London and South-Western and Metropolitan District Railway Companies; Medina (Isle of Wight) Subway; Milford Docks (Junction Railway); Earl of Aylesford's Estates; Earl of Devon's Estates; Bristol Corporation (Docks Purchase); Great Western Railway and Bristol and Portishead Pier and Railway Company.
Corrupt Practices (Suspension of Elections).
Public Health (Members and Officers).

Aug. 9.—*Bills in Committee.*

Bishopric of Bristol.
Post Office Protection.
New Parishes Acts and Church Building Acts Amendment.
Improvement of Lands (Ecclesiastical Benefices) (also read a third time).

Aug. 11.—*Bill in Committee.*

Post Office Protection.

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

ANGLO-INDIAN AND COLONIAL INDUSTRIAL AND COMMERCIAL INSTITUTION, LIMITED.—Bacon, V.C., has fixed Aug 20 at 12 at the chambers of Pearson, J., as the time and place for the appointment of a liquidator

BIRMINGHAM BREWING, MALTING, AND DISTILLING COMPANY, LIMITED.—Creditors are required, on or before Oct 1, to send in their names and addresses, and the particulars of their debts or claims, to Allen Edwards, 82, New st, Birmingham. Nov 5 at 1 is appointed for hearing and adjudicating upon the debts and claims

DEVON AND CORNWALL ELECTRIC LIGHT AND POWER COMPANY, LIMITED.—Creditors are required, on or before Oct 1, to send their names and addresses, and the particulars of their debts or claims, to H. Edwards, 66, Coleman st. I 28 at 11 is appointed for hearing and adjudicating upon the debts and claims

FRENCH ELECTRICAL POWER STORAGE COMPANY, LIMITED.—By an order made by Bacon, V.C., dated Aug 2, it was ordered that the company be wound up. Snell and Co, George st, Mansion House, solicitors for the petitioners

GLOBE GENERAL INSURANCE COMPANY, LIMITED.—Petition for winding up, presented Aug 9, directed to be heard before the Vacation Judge on Aug 27. Wheatley, Leadenhall st, solicitor for the petitioner

HOUSE IMPROVEMENT AND SUPPLY ASSOCIATION, LIMITED.—Kay, J., has fixed Aug 21 at 12 at the chambers of Pearson, J., as the time and place for the appointment of an official liquidator

NEW ALCAZAR COMPANY, LIMITED.—Chitty, J., has fixed Aug 21 at 12 at the chambers of Pearson, J., as the time and place for the appointment of an official liquidator

NISSUM FIORD COMPANY, LIMITED.—By an order made by Pearson, J., dated Aug 2, it was ordered that the voluntary winding up be continued. Norton and Co, Coleman st, solicitors for the petitioner

NORTH VENTILATOR COMPANY, LIMITED.—By an order made by Pearson, J., dated Aug 2, it was ordered that the voluntary winding up be continued. Ashurst and Co, Old Jewry, solicitors for the petitioner

PEOPLE'S PALACE OF VARIETIES COMPANY, LIMITED.—By an order made by Pearson, J., dated Aug 2, it was ordered that the company be wound up. Crosse and Sons, Lancaster pl, Strand, solicitors for the petitioner

SHUTTLEWORH AND CHAPMAN, LIMITED.—By an order made by Chitty, J. dated Aug 2, it was ordered that the company be wound up. Clapham and Fitch, Bishopsgate Without, solicitors for the petitioner

SPRINGWELLS BREWERY COMPANY, LIMITED.—Petition for winding up, presented Aug 7, appointed to be heard before Kay, J., on the first petition day in Michaelmas Sittings, 1884. Sykes, Old Broad st, agent for Burton and Elking, Nottingham, solicitors for the petitioner

UNDERBANK MILLS COTTON SPINNING AND MANUFACTURING COMPANY, LIMITED.—By an order made by Pearson, J., dated Aug 2, it was ordered that the voluntary winding up of the company be continued. Carter, Lincoln's inn fields, agent for Jacksons and Godby, Rochdale

VICTOR GAS ENGINES COMPANY, LIMITED.—Kay, J., has by an order dated July 25, appointed Charles Frederick Finney, St George's crescent, Liverpool, to be official liquidator

[*Gazette*, Aug. 8.]

FAIR OAK COLLIERY COMPANY, LIMITED.—By an order made by Pearson, J., dated July 29, it was ordered that the voluntary winding up of the company be continued. R. Vincent, Rudge row, solicitor for the petitioner

M. BRYAN AND CO AND THE QUEEN SOAP AND PERFUMERY COMPANY, LIMITED.—Petition for winding up, presented Aug 2, directed to be heard before Chitty, J., on Oct 25. Greenfield and Abbott, Queen Victoria st, solicitors for the petitioners

ROYAL ITALIAN OPERA, COVENT GARDEN, LIMITED.—Petition for winding up presented Aug 6, directed to be heard before Pearson, J., on Oct 25. Harrison, 57, Chancery lane, solicitor for petitioner

SENTEIN MINING COMPANY, LIMITED.—Petition for winding up presented Aug 5, directed to be heard before the Vacation Judge, Wills, J., on Aug 20. Harvey, Oliver, and Capron, 41, Bedford row, solicitors for petitioner

YORK CLUB, LIMITED.—Creditors are required, on or before Sept 26, to send their names and addresses, and the particulars of their debts or claims to George Landsell Fenner, Ship st, Brighton. Saturday, Oct 25 at 11 is appointed for hearing and adjudicating upon the debts and claims

[*Gazette*, Aug 12.]

UNLIMITED IN CHANCERY.

RAMSGATE AND MARGATE TRAMWAYS COMPANY.—Kay, J., has by an order dated July 21 appointed John Young, 41, Coleman st official liquidator of the above-named company

[*Gazette*, Aug 8.]

COUNTY PALATINE OF LANCASTER.
LIMITED IN CHANCERY.

OLDHAM CABINET MANUFACTURING AND FURNISHING COMPANY, LIMITED.—Petition for winding up, presented Aug 2, directed to be heard before FOX-Bristowe, V.C., on Tuesday, Oct 28, at 10.30. Clegg, Clegg st, Oldham, solicitor for the petitioners

STEAMSHIP "DRYBURGH ABBEY," LIMITED.—By an order made by the Vice-Chancellor, dated July 24, it was ordered that the company be wound up. Banks and Kendall, North John st, Liverpool, solicitors for the petitioners

THORNEY LEE COTTON SPINNING AND MANUFACTURING COMPANY, LIMITED.—Petition for winding up, presented Aug 2, directed to be heard before Fox-Bristowe, V.C., on Tuesday, Oct 28, at 10.30. Okell, King st, Manchester, solicitor for the petitioner

CREWE LAND COMPANY, LIMITED.—The Vice-Chancellor has, by an order dated July 1, appointed Henry Claud Lisle, Nantwich, Chester, to be official liquidator

[*Gazette* Aug. 12.]

STANNARIES OF CORNWALL.
LIMITED IN CHANCERY.

OWEN VEAU AND TREGURTHA DOWNS MINES, LIMITED.—Petition for winding up, presented Aug 5, directed to be heard before the Vice-Warden, on Saturday, Aug 16, at 11. Hodge and Co, Truro, solicitors for the petitioner

[*Gazette*, Aug. 8.]

FRIENDLY SOCIETIES DISSOLVED.

FRIENDLY HELPMATE SOCIETY, Red Lion Inn, Main st, Pembroke. Aug 1
WOMEN'S FIRST FRIENDLY SOCIETY, Crown and Anchor Inn, Paignton, Devon. Aug 1

[*Gazette*, Aug. 8.]

FRIENDLY SOCIETY, Wesleyan School Room, Bratt st, West Bromwich. Aug 7
LODGE PRIDE OF THE WEST OF THE UNITED BROTHERS FRIENDLY SOCIETY, Woodman, King George st, Greenwich. Aug 7
UPPER TOOTING WORKING MEN'S CLUB AND INSTITUTE, 5, Trinity rd, Upper Tooting. Aug 7

[*Gazette*, Aug. 12.]

SUSPENDED FOR THREE MONTHS.

MORTON VICTORIA SOCIETY, Lord Nelson Inn, Morton, Bourne, Lincoln. Aug 7

[*Gazette*, Aug. 8.]

CREDITORS' CLAIMS.

CREDITORS UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

BALMER, SAMUEL, Kirkdale, Lancaster, Licensed Victualler. Sept 4. Roger and Co, Liverpool
BEECHER, STEPHEN, Tonbridge, Appraiser. Sept 16. Stenning, Tonbridge
BEENEY, EMILY, Maidenhead. Aug 26. Poyser, 61 James st, Bedford row
BOULTER, WILLIAM, Isle of Ely, Cambridge, Farmer. Oct 1. Ruston, Chatteris, Cambridgeshire
BOWLES, JOHN HOLDSWORTH, Bradford, York, Plumber. Sept 11. Killick and Co, Bradford
BUNCH, CHARLOTTE AMELIA, New York, U.S. Oct 1. Western, Essex st, Strand
CAEN, JOHN, Kingston on Thames, Esq. Aug 30. Walter and Durham, Chancery lane
CHATFIELD, SARAH CELINA, St Helens, Isle of Wight. Sept 1. Vincent, Ryde

DANIELL, MARY ANN, Brighton. Sept 7. Carritt, Fenchurch st
DODD, ALICE, Ventnor, Isle of Wight. Sept 1. Hamilton and Co, Ventnor
FRASER, ROBERT SAMUEL, Sydenham rd, Croydon, Civil Engineer. Sept 1. Radcliffes and Co, Craven st, Charing Cross
FURNISS, CHARLES, Sheffield, Butcher. Sept 12. Smith, Sheffield
HOLDEN, WILLIAM, Oldham, Lancaster, Gent. Aug 23. Jones, Oldham
HOSTAGE, MARY, Rugby. Aug 31. Trafford and Cook, Northwich, Cheshire
HULME, OTHO, Prestwich, Lancaster, Commission Agent. Sept 10. Rowley and Co, Manchester
KRAT, WILLIAM, Canonbury, Watchmaker. Sept 31. Chamberlain, Finsbury sq
LUFKIN, GEORGE, Colchester, out of business. Aug 25. Witney, Colchester
MARRIS, EDWARD, Kingston upon Hull. Aug 29. Lowe and Co, Hull
MALTBY, THOMAS, Belitha villas, Islington, Gent. Aug 30. Price and Son, Walbrook
MARCUS, LEWIS, Endsleigh gdns, Euston rd, Merchant. Aug 27. Hart, Great Winchester st, E.C.
MARSH, ELIZA, Beresford st, Walworth. Sept 16. Saxton and Morgan, Somerset st, Portman sq
MARTIN, FREDERICK, South Somercotes, Lincoln, Clerk in Holy Orders. Aug 16. Wilson and Son, Louth
NEWTON, ANN, Loughton, Essex. Sept 8. Leslie and Hardy, Bedford row
PERRY, WILLIAM, Solihull, Warwick, Gent. Aug 16. Sale, Solihull
PHILLIPS, WILLIAM, Bangor, Carnarvon, Gent. Sept 24. Ryland and Co, Birmingham
REW, CHARLES, Cranham, nr Romford, Essex, Clerk in Holy Orders. Oct 25. Hughes and Co, New Broad st
RYDE, WILLIAM, Thames Cottage, Isleworth, Merchants' Foreman. Sept 13. Woodbridge and Sons, Brentford
SPEAKE, THOMAS, Welshampton, Salop, Builder. Aug 14. Salter and Giles, Ellesmere, Salop
SPERING, MARY, Croydon. Sept 1. Lefroy and Sheppard, Robert st, Adelphi
THOMAS, JAMES, Redditch, Worcester, Needle Maker. Aug 25. Browning, East Redditch
WALKER, ELIZABETH, Creskeld, nr Otley, York. Aug 15. Newstead and Wilson, Leeds
WHITWELL, DAVID, Gate Helmsley, York, Butcher. Sept 29. Walker and Cobb, York

[*Gazette*, July 29.]

SALES OF ENSUING WEEK.

Aug. 19.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, Freehold Estate (see advertisement, July 19, p. 3).
Aug. 21.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, Freehold Properties (see advertisements, July 19, p. 3, and Aug. 2, p. 4).
Aug. 21.—Messrs. PHILIP D. TUCKETT & Co., at the Mart, at 1 p.m., Freehold Chambers (see advertisement, July 19, p. 3).

DEATHS.

ANDERSON.—Aug. 9, at Aberdeen, George Anderson, advocate, aged 38.
JOHN.—July 6, William John, solicitor, J.P., of Haverfordwest, aged 65.
SCOTT.—Aug. 10, at Barnes, Surrey, in his 68th year, and after a long illness, John Scott, solicitor, late of King William-street, City.

LONDON GAZETTES.

BANKRUPTCIES ANNULLED.
Under the Bankruptcy Act, 1869.

TUESDAY, Aug. 12, 1884.

Strickland, N. C., St Paul's rd, Canonbury, Clerk in Holy Orders. July 24

THE BANKRUPTCY ACT, 1883.

RECEIVING ORDERS.

FRIDAY, Aug. 8, 1884.

Barber, William Albert, Ascot, Berkshire, no occupation. Kingston, Surrey. Pet Aug 6. Ord Aug 6. Exam Sept 19
Beckitt, George, Liverpool, Boot Dealer. Liverpool. Pet Aug 6. Ord Aug 6. Exam Aug 18 at 11
Berson, Myer, Leeds, Cigarette Manufacturer. Leeds. Pet Aug 6. Ord Aug 6. Exam Aug 12 at 11
Branwell, Arthur, Marmora rd, Honor Oak, Surrey, Clerk. High Court. Pet July 22. Ord Aug 5. Exam Sept 9 at 12.30 at 34, Lincoln's inn fields
Buckley, Joseph, Sheffield, Silversmith's Manager. Sheffield. Pet Aug 2. Ord Aug 2. Exam Aug 21 at 11.30
Capstick, Edward Robinson, Kendal, Westmoreland, Grocer. Kendal. Pet Aug 5. Ord Aug 5. Exam Aug 16 at 10
Connell, Thomas, Cheetham, nr Manchester, Plasterer. Salford. Pet Aug 5. Ord Aug 5. Exam Aug 27 at 11
Cowley, William, Cheltenham, Builder. Cheltenham. Pet July 22. Ord Aug 2. Exam Aug 29 at 12
Deudney, George, Kirklington. Nottinghamshire, Farmer. Nottingham. Pet Aug 6. Ord Aug 6. Exam Oct 21
Draude, John, Repton st, Limehouse Fields, Baker. High Court. Pet July 23. Ord Aug 6. Exam Sept 9 at 12.30 at 34, Lincoln's inn fields
Farr, Frederick, Gosforth, Builder. Newcastle on Tyne. Pet Aug 5. Ord Aug 5. Exam Aug 19
Gledhill, John, Ossett, Farmer. Dewsbury. Pet Aug 6. Ord Aug 6. Exam Aug 19
Greaves, Joseph, Alverthorpe, nr Wakefield, Farmer. Wakefield. Pet Aug 6. Ord Aug 6. Exam Oct 2
Harris, James, Cullompton, Devonshire, Ironmonger. Exeter. Pet Aug 6. Ord Aug 6. Exam Aug 21 at 11
Hatfield, Edward Brailey, George Alfred Hatfield, and Daniel Crowe Cooper, Liverpool, Ship Owners. Liverpool. Pet July 28. Ord Aug 6. Exam Aug 18 at 11
Ibbotson, Edwin, Sheffield rd, Barnsley, Grocer. Barnsley. Pet Aug 5. Ord Aug 8. Exam Oct 2 at 12
Innocent, Francis, Aston-juxta-Birmingham, Grocer. Birmingham. Pet July 29. Ord July 29. Exam Aug 28
McGovern, Patrick, Southampton, Beerhouse Keeper. Southampton. Pet Aug 6. Ord Aug 6. Exam Aug 18 at 2
Pegler, Frederick Uriah, Brynhyfryd, nr Swansea, Ironmonger. Swansea. Pet Aug 5. Ord Aug 5. Exam Aug 21
Raby, Edward George, Hanley, Shoe Dealer. Hanley, Burslem, and Tunstall. Pet Aug 2. Ord Aug 2. Exam Aug 20 at 11 at the Townhall, Hanley
Robinson, Allan, Brighouse, Yorkshire, Stone Merchant. Halifax. Pet Aug 5. Ord Aug 5. Exam Oct 30
Rothschild, Moss Joseph, Birmingham, Merchant. Birmingham. Pet Aug 6. Ord Aug 6. Exam Aug 28
Sugden, William, Walmersley, nr Bury, Joiner. Bolton. Pet July 21. Ord Aug 6. Exam Aug 25 at 11
Taylor, James, Armley, nr Leeds, Hatter. Leeds. Pet Aug 6. Ord Aug 6. Exam Aug 12 at 11
Villar, Harry, Cheltenham, Auctioneer. Cheltenham. Pet Aug 6. Ord Aug 6. Exam Aug 29 at 12
Watson, Thomas, Leeds, Beer Seller. Leeds. Pet Aug 6. Ord Aug 6. Exam Aug 12 at 11

NOTICE OF PUBLIC EXAMINATION.

Eskrett, Cyrus, and William Henry Searle, Kingston upon Hull, Oil Press Wrapper Manufacturers. Kingston upon Hull. Exam Aug 25 at 11 at Courthouse, Townhall, Hull

FIRST MEETINGS.

Berson, Myer, Leeds, Cigarette Manufacturer. Aug 20 at 11. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds
Booth, Edward Johnson Hardy, Finborough rd, Brompton, Surgeon. Aug 19 at 1. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Buckley, Joseph, Sheffield, Silversmith's Manager. Aug 19 at 3. Official Receiver, Figtree lane, Sheffield
Butterworth, Henry, Ramsclough, Lancashire, Innkeeper. Aug 15 at 2.30. County Court, Blackburn
Capstick, Edward Robinson, Kendal, Westmoreland, Grocer. Aug 16 at 12. Official Receiver, 37, Stramongate, Kendal
Clapham, William, High st, Wandsworth, Clothier. Aug 21 at 12. Official Receiver, 109, Victoria st, Westminster
Clark, George, Faversham, Kent, Grocer. Aug 15 at 10.30. 32, St George's st, Canterbury
Cole, Edward Noah, Croxton, Norfolk, Farmer. Aug 16 at 1.30. Official Receiver, Queen st, Norwich
Cowley, William, Cheltenham, Builder. Aug 16 at 3.45. County Court, Cheltenham
Farr, Frederick, Gosforth, Northumberland, Builder. Aug 19 at 12. Official Receiver, County chbrs, Westgate rd, Newcastle on Tyne
Flack, David, Clitheroe, Lancashire, Tailor. Aug 15 at 1.30. County Court, Blackburn
Greaves, Joseph, Alverthorpe, nr Wakefield, Farmer. Aug 15 at 12. Official Receiver, Southgate chbrs, Southgate, Wakefield
Hammond, John Edgar Knott, Falcon ter, Clapham Junction, Commission Agent. Aug 15 at 11. Official Receiver, 109, Victoria st, Westminster
Harris, James, Cullompton, Devonshire, Ironmonger. Aug 20 at 11. Official Receiver, 13, Bedford circus, Exeter
Hull, Mark, Shirland rd, Paddington, Builder. Aug 19 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Jamieson, William, Ashton under Lyne, Lancashire, Iron Moulder. Aug 15 at 2. Official Receiver, Townhall chbrs, Ashton under Lyne
Jones, Robert, Tranmere, Cheshire, Gunmaker. Aug 18 at 2. Official Receiver, Lisbon bldgs, Victoria st, Liverpool
Liddiatt, Joseph, Cologne rd, Wandsworth, Builder. Aug 16 at 11. Official Receiver, 109, Victoria st, Westminster
McGovern, Patrick, Southampton, Beerhouse Keeper. Aug 18 at 3. Official Receiver, 4, East st, Southampton
Meiklejohn, Robert Morris, Leatherhead, Surrey. Aug 21 at 2. Official Receiver, 109, Victoria st, Westminster
Moore, Albert, Birmingham, Furniture Dealer. Aug 20 at 11. Official Receiver, Whitehall chbrs, Colmore row, Birmingham
Owen, John, Shepperton rd, Islington, Grocer. Aug 8 at 1. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Oxborough, Marianne, Leytonstone, Essex. Aug 19 at 1. 33, Carey st, Lincoln's inn
Pegler, Frederick Uriah, Brynhyfryd, nr Swansea, Ironmonger. Aug 19 at 11. Official Receiver, 6, Rutland st, Swansea
Prince, Daniel George, Bristol, Undertaker. Aug 15 at 2.30. Official Receiver, Bank chbrs, Corn st, Bristol
Raby, Edward George, Hanley, Staffordshire, Shoe Dealer. Aug 16 at 10.30. Official Receiver, Nelson pl, Newcastle under Lyme
Robinson, Allan, Brighouse, Yorkshire, Stone Merchant. Aug 19 at 12. Official Receiver, Townhall chbrs, Halifax
Sugden, William, Walmersley, nr Bury, Joiner. Aug 20 at 3. 16, Wood st, Bolton
Taylor, James, Armley, nr Leeds, Hatter. Aug 20 at 3. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds
Watson, Thomas, Leeds, Beer Seller. Aug 20 at 12. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds

ADJUDICATIONS.

Buckley, Joseph, Sheffield, Silversmith's Manager. Sheffield. Pet Aug 2. Ord Aug 2
Eggleton, Maximilian Phœnix, Great Missenden, Buckinghamshire, Draper. Aylesbury. Pet July 4. Ord Aug 5
Finch, Colin, Felling, Durham, Joiner. Newcastle on Tyne. Pet July 22. Ord Aug 5
Gibson, William, Mortimer rd, Kingsland, Manufacturer of Indiarubber Goods. High Court. Pet June 21. Ord Aug 6
Hadley, Simeon Charles, Knightrider st, Alderman. High Court. Pet May 23 Ord Aug 5
Heath, William Henry, Camborne, Cornwall, Glass Dealer. Truro. Pet July 31. Ord Aug 5
Jones, George, Sheffield, Hatter. High Court. Pet July 11. Ord Aug 6
Raby, Edward George, Hanley, Shoe Dealer. Hanley, Burslem, and Tunstall. Pet Aug 2. Ord Aug 6
Robinson, Allan, Brighouse, Yorkshire, Stone Merchant. Halifax. Pet Aug 5. Ord Aug 6
Thomas, Thomas, Llandewy Velfrey, Pembrokeshire, Farmer. Pembroke Dock. Pet July 14. Ord July 31
Tully, Charles, Tynemouth, Shipbroker. Newcastle on Tyne. Pet June 17. Ord Aug 2
Walker, Henry, Birkenhead, Provision Dealer. Birkenhead. Pet May 27. Ord June 11
Yuill, John Clark, Aston juxta Birmingham, Export Merchant. Birmingham. Pet July 19. Ord Aug 6

RECEIVING ORDERS.

TUESDAY, Aug 12, 1884.

Bell, William, Liverpool, Provision Merchant. Lincoln. Pet Aug 8. Ord Aug 8. Exam Aug 21 at 12
Bentley, Joseph, Leeds, Builder. Leeds. Pet July 25. Ord Aug 6. Exam Aug 26 at 11
Blakeley, Alfred, Ossett, Yorkshire, Cloth Manufacturer. Leeds. Pet Aug 9. Ord Aug 9. Exam Aug 26 at 11
Bullen, William, Tooting, Surrey, Builder. Wandsworth. Pet Aug 8. Ord Aug 8. Exam Oct 2
Caudwell, William, Worksop, Nottinghamshire, Publican. Sheffield. Pet Aug 9. Ord Aug 9. Exam Aug 28 at 11.30
Dews, William, Ossett, Yorkshire, Shoddy Merchant. Dewsbury. Pet Aug 8. Ord Aug 8. Exam Aug 19
Ellsmore, Alfred John, Walsall, Grocer. Walsall. Pet Aug 7. Ord Aug 7. Exam Aug 27 at 11
Fowler, Albert, Sheffield, Dealer in Machines. Sheffield. Pet Aug 8. Ord Aug 8. Exam Aug 28 at 11.30
Ibbotson, John Standing, Bradford, Yorkshire, Grocer. Bradford. Pet Aug 8. Ord Aug 8. Exam Aug 26
Kettlewell, Henry, Leeds, Stationer. Leeds. Pet Aug 8. Ord Aug 8. Exam Aug 26 at 11

Kirkham, Samuel, Manchester, Auctioneer. Manchester. Pet July 19. Ord Aug 7. Exam Aug 28 at 12.30
Ley, Benjamin, Saint Ives, Huntingdonshire, Confectioner. Peterborough. Pet Aug 8. Ord Aug 9. Exam Aug 22 at 12.30
Newman, Christopher, Birmingham, Dealer in China. Birmingham. Pet Aug 9. Ord Aug 9. Exam Oct 9
Parsons, Frederick, Bolney, Sussex, Carpenter. Brighton. Pet Aug 1. Ord Aug 7. Exam Aug 21 at 12
Pattison, George Archibald, Seaforth, Lancashire, Engineer. Liverpool. Pet Aug 7. Ord Aug 7. Exam Aug 18 at 11
Payne, James, Wigton, Cumberland, Licensed Victualler. Carlisle. Pet Aug 9. Ord Aug 9. Exam Aug 25 at 11 at Court House
Robinson, Edward Kay, Eardley cres, South Kensington, Newspaper Correspondent. High Court. Pet May 15. Ord Aug 7. Exam Sept 17 at 11 at 34, Lincoln's inn fields
Robinson, William, Birmingham, Builder. Birmingham. Pet Aug 9. Ord Aug 9. Exam Oct 9
Salmon, William, Railway ter, Forest Gate, Tailor. High Court. Pet July 11. Ord Aug 7. Exam Sept 17 at 11 at 34, Lincoln's inn fields
Siggers, John, Rickmansworth, Hertfordshire, Gilder. St Albans. Pet Aug 9. Ord Aug 9. Exam Sept 26
Sunley, Robert, and Thomas Walton, Darlington, Durham, Boot Dealers. Stockton on Tees and Middlesborough. Pet July 24. Ord Aug 6. Exam Aug 15 at 10.45 at County Court, Stockton
Tilley, James, Bath, Carpenter. Bath. Pet Aug 6. Ord Aug 6. Exam Aug 21 at 11
Wheeler, Charles, Benledi st, Poplar, Dairyman. High Court. Pet Aug 8. Ord Aug 8. Exam Sept 17 at 11 at 34, Lincoln's inn fields
Wolfe, Phœbe Ann, Nottingham, out of business. Nottingham. Pet Aug 8. Ord Aug 8. Exam Oct 21

The following amended notice is substituted for that published in the London Gazette of Aug. 1, 1884.

Newman, George, and James Newman, Evenlode, Worcestershire, Builders. Cheltenham. Pet July 28. Ord July 28. Exam Aug 29 at 12

FIRST MEETINGS.

Bentley, Joseph, Leeds, Builder. Aug 21 at 11. Official Receiver, St Andrew's chmbrs, 22, Park row, Leeds
Blakeley, Alfred, Ossett, Yorkshire, Cloth Manufacturer. Aug 21 at 12. Official Receiver, St Andrew's chmbrs, 22, Park row, Leeds
Carder, Thomas, Forest Hill, Kent, of no occupation. Aug 19 at 11. Official Receiver, 109, Victoria st, Westminster
Deudney, George, Kirklington, Nottinghamshire, Farmer. Aug 19 at 12. Official Receiver, Exchange walk, Nottingham
Dorin, , and Carstanjen, Gt Winchester st bldgs, Stock Brokers. Aug 26 at 1. 33, Carey st, Lincoln's inn
Ellsmore, Alfred John, Walsall, Grocer. Aug 21 at 11.30. Official Receiver, Bridge st, Walsall
Fowler, Albert, Sheffield, Dealer in Machines. Aug 21 at 3. Official Receiver, Figtree lane, Sheffield
Gledhill, John, Ossett, Yorkshire, Farmer. Aug 20 at 3. Official Receiver, Bank chbrs, Batley
Herridge, Stephen George, Stamford hill, Draper. Aug 22 at 11. 33, Carey st, Lincoln's inn
Howard, F., Fenchurch st, Grocer. Aug 22 at 1. 33, Carey st, Lincoln's inn
Ibbotson, John Standing, Bradford, Yorkshire, Grocer. Aug 20 at 11. Official Receiver, Ivegate chbrs, Bradford
Kettlewell, Henry, Leeds, Stationer. Aug 22 at 3. Vincent, 20, Budge row, Cannon st
Kuch, Henry, Ratcliff, Baker. Aug 21 at 12. 33, Carey st, Lincoln's inn
Ogilvy, John Bruce, Brighton, Gent. Aug 20 at 12. 160, North st, Brighton
Parsons, Frederick, Bolney, Sussex, Carpenter. Aug 20 at 3. 160, North st, Brighton
Pearce, Robert, Lambeth walk, Cheesemonger. Aug 21 at 1. 33, Carey st, Lincoln's inn
Pyett, Joseph, High st, Lower Norwood, Builder. Aug 22 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Robinson, William, Birmingham, Builder. Aug 22 at 11. Official Receiver, Whitehall chbrs, Colmore, row Birmingham
Rothschild, Moss Joseph, Birmingham, Merchant. Aug 20 at 12. Official Receiver, Whitehall chbrs, Colmore row, Birmingham
Solomon, Henry, Clapham rd, Fancy Goods Dealer. Aug 26 at 11. Bankruptcy bldgs, 34, Lincoln's inn fields
Spratt, William, and John George Smith, Ranelagh grove, Pimlico, Builders. Aug 21 at 11. Bankruptcy bldgs, 34, Lincoln's inn fields
Sunley, Robert, and Thomas Walton, 83, Northgate, Darlington, Boot Dealers. Aug 20 at 11. Queen's Hotel, Leeds
Tilley, James, Bath, Carpenter. Aug 15 at 3.45. High Bailiff, County Court, York st, Bath
Villar, Harry, Cheltenham, Auctioneer. Aug 19 at 4. County Court, Cheltenham

ADJUDICATIONS.

Aston, James, and Samuel Isaiah James Phillips, Birmingham, Show Case Makers. Birmingham. Pet July 24. Ord Aug 7
Bicknell, George, Taunton, Baker. Taunton. Pet July 24. Ord Aug 8
Bonney, Richard James, Ambleside, Westmoreland, Plumber. Kendal. Pet July 28. Ord Aug 6
Bremner, James, sen, James Bremner, jun, and Alexander Bremner, Kingston-upon-Hull, Shipbuilders. Kingston-upon-Hull. Pet July 25. Ord Aug 9
Capstick, Edward Robinson, Kendal, Westmoreland, Grocer. Kendal. Pet Aug 5. Ord Aug 8
Clark, George, Faversham, Kent, Grocer. Canterbury. Pet July 31. Ord Aug 8
Duncan, Nathan, and Henry Watmough, Kingston on Hull, Ale Merchants. Kingston on Hull. Pet July 24. Ord Aug 7
Fowler, Albert, Sheffield, Dealer in Machines. Sheffield. Pet Aug 8. Ord Aug 8
Geary, Daniel, Gt Missenden, Buckinghamshire, out of business. Aylesbury. Pet June 26. Ord Aug 9
Giles, George Edward, Liverpool, Solicitor. Liverpool. Pet July 31. Ord Aug 8
Gledhill, John, Ossett, Yorkshire, Farmer. Dewsbury. Pet Aug 6. Ord Aug 9
Glover, Robert, Scarborough, Gent. High Court. Pet June 25. Ord Aug 7
Greaves, Joseph, Kirkhamgate, nr Wakefield, Farmer. Wakefield. Pet Aug 6. Ord Aug 6
Hammond, Horatio Henry, address unknown, Draper. High Court. Pet June 7. Ord Aug 7
Harris, James, Cullompton, Devonshire, Ironmonger. Exeter. Pet Aug 6. Ord Aug 7
Ibbotson, John Standing, Bradford, Yorkshire, Grocer. Bradford. Pet Aug 8. Ord Aug 8
Irwin, John, Coleshill st, Pimlico, an Officer in 88th Regiment. High Court. Pet May 15. Ord Aug 7
Kettlewell, Henry, Leeds, Stationer. Leeds. Pet Aug 8. Ord Aug 8
Knight, Benjamin, Liverpool, Plumber. Liverpool. Pet July 16. Ord Aug 7
Matthew, James Edward, Eastbourne, Gent. Lewes and Eastbourne. Pet June 30. Ord Aug 8
Moore, Albert, Birmingham, Furniture Dealer. Birmingham. Pet July 22. Ord Aug 5
Peach, Henry, Digby, Lincolnshire, Grocer. Boston. Pet Aug 2. Ord Aug 7
Phillips, George, Moston, Lancashire, Flannel Merchant. Manchester. Pet July 14. Ord Aug 9
Ridgway, Frederick, St Helens, Lancashire, Car Proprietor. Liverpool. Pet July 16. Ord Aug 7
Southorn, Charles, Brighton, Upholsterer. Brighton. Pet April 19. Ord Aug 7
Sprinks, Christopher Edward, and Edwin Brown, Stockwell rd, Brixton, House Decorators. High Court. Pet June 25. Ord Aug 7
Thompson, James, Coxhoe, Durham, Farmer. Durham. Pet July 7. Ord Aug 8
Tilley, James, Bath, Carpenter. Bath. Pet Aug 6. Ord Aug 7
Tustin, Caroline, Margaret st, Cavendish sq, Perfumer. High Court. Pet July 18. Ord Aug 7
Williams, Charles Henry, Cardiff, Ironmonger. Cardiff. Pet July 1. Ord Aug 7
Wilson, John, Nottingham, Gilder. Nottingham. Pet July 18. Ord Aug 8

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